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Introduction

This Release Agreement ("Agreement") is made and entered into as of August 9, 2025, by and between DocuPal Demo, LLC, a company located at 23 Main St, Anytown, CA 90210, USA ("DocuPal"), and Acme Inc, located at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA ("ACME-1").

Purpose of Agreement

ACME-1, for the consideration described herein, agrees to release DocuPal from any and all claims, liabilities, and causes of action related to a certain software implementation project. This Agreement sets forth the terms and conditions of this release, ensuring a full and final settlement of any potential disputes or obligations arising from the project. It is the intent of this document to provide clarity and legal protection for DocuPal with respect to the specified project.

Parties Identification

Parties

Releasor

This Release Agreement is made as of August 9, 2025, by and between DocuPal Demo, LLC, a company organized and existing under the laws of the United States, with its principal place of business at 23 Main St, Anytown, CA 90210 ("DocuPal"). DocuPal is represented by its authorized agents.

Releasee

And Acme, Inc ("ACME-1"), a business entity organized in United States, with offices at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA. ACME-1, is also represented by authorized agents.

DocuPal and ACME-1 are the parties to this agreement. ACME-1 provides this Release in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.



Release Terms and Scope

Acme, Inc ("Releasor"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby release, acquit, and forever discharge DocuPal Demo, LLC ("Releasee"), its officers, directors, employees, agents, successors, and assigns, from any and all claims, actions, causes of action, demands, rights, damages, costs, losses, and expenses, of any nature whatsoever, whether known or unknown, suspected or unsuspected, which the Releasor now has or may hereafter have against the Releasee, arising out of or in any way relating to the software implementation project completed on January 1, 2024.

Scope of Release

This release specifically covers all aspects of the aforementioned software implementation project, including, but not limited to:

- Any alleged defects, errors, or omissions in the software.
- Any claims for breach of contract, warranty, or any other contractual obligation.
- Any claims for negligence, misrepresentation, or any other tortious conduct.
- Any claims for consequential, incidental, special, or punitive damages.
- All claims for costs, attorney's fees, and expenses.

Exclusions from Release

Notwithstanding the foregoing, this release shall not apply to any claims arising out of or relating to the Releasee's gross negligence or willful misconduct. Such actions remain subject to legal recourse.

Effective Period

This release is effective as of January 2, 2024, and applies to all claims that have arisen on or before that date or may arise thereafter relating to the software implementation project completed on January 1, 2024.



Consideration

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ACME-1 agrees to release Docupal Demo, LLC from any and all claims. The consideration for this Release Agreement is the unconditional payment of ten thousand U.S. dollars (\$10,000 USD) by Docupal Demo, LLC to ACME-1. This payment represents a mutually agreed-upon settlement for any disputes or liabilities arising from or related to the software implementation project. ACME-1 acknowledges that this payment constitutes a full and final settlement. ACME-1 agrees not to pursue any further legal or equitable actions against Docupal Demo, LLC concerning the released claims.

Representations and Warranties

Each party represents and warrants to the other as follows:

Authority

Each party warrants that it has the full power and authority to enter into this Release Agreement. Each party also warrants that it can perform all its obligations under this Release Agreement. The individuals signing this Release Agreement on behalf of their respective organizations are duly authorized to do so.

Understanding

Each party acknowledges that it has carefully read this Release Agreement. Each party confirms that they understand the contents of this Release Agreement. Each party enters into this Release Agreement freely and voluntarily.

Absence of Other Claims

Each party confirms that there are no other claims. These include claims, demands, actions, or causes of action, beyond those explicitly released in this Release Agreement. Each party affirms that this Release Agreement constitutes a full and final resolution of all matters. These matters are related to the software implementation project referenced herein.



Truthfulness of Information

Each party warrants that all information provided by it in connection with this Release Agreement is true, accurate, and complete. Each party acknowledges that the other party is relying on the truthfulness of this information in entering into this Release Agreement.

Confidentiality and Non-Disclosure

Both DocuPal Demo, LLC and ACME-1 agree to keep the terms of this Release Agreement confidential. This obligation extends to any information related to the software implementation project that is not already public knowledge.

Scope of Confidential Information

Confidential information includes, but is not limited to, the specific terms and conditions outlined in this agreement. It also covers any data, documentation, or knowledge shared or obtained during the software implementation project.

Obligations

Each party agrees not to disclose the confidential information to any third party without prior written consent from the other party. This restriction does not apply to disclosures required by law or legal process, provided that the disclosing party gives the other party prompt notice to allow them to seek a protective order or other appropriate remedy.

Breach

A breach of this confidentiality provision may result in monetary damages to the non-breaching party. The exact amount of damages will be determined by a court of competent jurisdiction based on the specific circumstances of the breach.



Indemnity and Liability

Indemnification

ACME-1 agrees to indemnify, defend, and hold harmless Docupal Demo, LLC, its officers, directors, employees, agents, and affiliates, from and against any and all claims, losses, damages, liabilities, costs, and expenses (including reasonable attorney's fees) arising out of or relating to the software implementation project or this Release Agreement. This indemnification includes, but is not limited to, claims based on ACME-1's actions or omissions.

Limitation of Liability

Docupal Demo, LLC's liability to ACME-1 under this Release Agreement is limited to direct damages only. In no event shall Docupal Demo, LLC be liable for any indirect, incidental, consequential, special, or punitive damages, or any loss of profits or revenue, regardless of whether Docupal Demo, LLC was advised of the possibility of such damages. This limitation applies to all causes of action, whether based in contract, tort, or any other legal theory.

Survival

The indemnification obligations outlined in this section shall survive the termination of this Release Agreement.

Governing Law and Dispute Resolution

This Release Agreement will be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws principles.

Dispute Resolution

Any dispute arising out of or relating to this Release Agreement will be resolved through binding arbitration in Anytown, CA. The arbitration will be conducted in accordance with the rules of the American Arbitration Association. The decision of the arbitrator will be final and binding on both parties. Each party will bear its own



costs and expenses in connection with the arbitration, and the parties will share equally the fees and expenses of the arbitrator. This section prevents either party from initiating any action in a court of law or equity regarding any dispute.

Miscellaneous Provisions

Entire Agreement

This Release Agreement constitutes the entire agreement between DocuPal Demo, LLC and ACME-1. It supersedes all prior or contemporaneous communications and proposals, whether oral or written, relating to its subject matter.

Amendment

No modification or amendment of this Release Agreement will be effective unless it is in writing. It must also be signed by authorized representatives of both DocuPal Demo, LLC and ACME-1.

Severability

If any provision of this Release Agreement is held to be invalid or unenforceable, the remaining provisions will continue in full force and effect. The invalid or unenforceable provision will be replaced by a valid, enforceable provision that comes closest to expressing the intention of the original provision.

Notices

All notices and other communications under this Release Agreement must be in writing. Notices will be considered duly given when delivered by certified mail, return receipt requested, to the addresses specified in this agreement.

Execution and Signatures

Execution

This Release Agreement becomes effective on January 2, 2024.



By signing below, both DocuPal Demo, LLC and Acme, Inc. agree to all terms and conditions.

Signatures

DocuPal Demo, LLC

Signature:	
Name:	
Title:	
Date:	January 2, 2024

Acme, Inc.

Signature:	
Name:	
Title:	
Date:	January 2, 2024

Notary Acknowledgment

Please provide notary acknowledgment for both parties. Each party should have their signature witnessed and notarized by a certified notary public. The notary should complete the appropriate section, including their signature, seal, and date of acknowledgment, confirming the identity of the signatory and the voluntariness of their signature.

