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Introduction and Definitions

Introduction

This Indemnity Agreement (the "Agreement") is made and effective as of the date of the last signature. DocuPal Demo, LLC, a company organized under the laws of United States, with its address at 23 Main St, Anytown, CA 90210 ("Indemnifier"), agrees to indemnify Acme, Inc ("Indemnatee"), a business with its address at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA, under the terms outlined below. This Agreement aims to protect the Indemnatee against Losses arising from specific actions or events related to a project or service.

Definitions

For the purposes of this Agreement, the following terms shall have the meanings set forth below:

Indemnifier

"Indemnifier" refers to DocuPal Demo, LLC, the party providing indemnification under this Agreement.

Indemnatee

"Indemnatee" refers to Acme, Inc, the party receiving indemnification under this Agreement.

Losses

"Losses" means any and all damages, losses, deficiencies, liabilities, obligations, penalties, judgments, settlements, claims, costs, and expenses, including reasonable attorneys' fees, charges, and disbursements.



Claims

"Claims" means any and all actions, suits, proceedings, demands, assessments, or claims of any nature whatsoever, whether known or unknown, asserted by any third party.

Indemnity Obligations

Docupal Demo, LLC, as the Indemnifier, agrees to protect and hold harmless Acme, Inc, as the Indemnatee, against any and all Losses. These Losses include direct, indirect, incidental, and consequential damages. They also include all legal expenses. These obligations arise from any Claim related to the Specific Activities outlined in this Agreement.

Scope of Indemnification

The Indemnifier's obligations extend to all Losses suffered by the Indemnatee. This includes, but is not limited to:

- Financial losses
- Damages to property
- Legal fees and expenses
- Settlement costs

Defense of Claims

The Indemnifier will take control of the defense of any Claim covered by this Indemnity Agreement. The Indemnifier will select legal counsel, subject to the Indemnatee's approval. The Indemnifier will keep the Indemnatee fully informed about the progress of the defense. The Indemnatee has the right to participate in the defense at its own expense.

Indemnification Payments

The Indemnifier will promptly pay or reimburse the Indemnatee for all Losses covered by this Indemnity Agreement. Payments will be made in US dollars (USD) within thirty (30) days of the Indemnatee's written demand. The demand must include reasonable documentation of the Losses.



Hold Harmless

The Indemnifier agrees to hold the Indemnatee harmless from any Claims, demands, or causes of action. This includes protecting the Indemnatee from any liability, judgment, or settlement.

Exclusions and Limitations

This section outlines the exclusions and limitations to the indemnity provided by DocuPal Demo, LLC ("Indemnifier") to Acme, Inc ("Indemnatee").

Exclusions

The Indemnifier will not be liable for claims arising from the following:

- The Indemnatee's gross negligence.
- The Indemnatee's willful misconduct.
- The Indemnatee's breach of this Agreement.

Limitations

The Indemnifier's total liability under this Indemnity Agreement is subject to the following limitations:

- The Indemnifier's maximum aggregate liability shall not exceed \$100,000.
- Alternatively, the Indemnifier's maximum aggregate liability shall not exceed 10% of the total contract value between the Indemnifier and the Indemnatee, whichever is lesser.

Claims Procedure

Notification of Claims

ACME-1 must provide Docupal Demo, LLC with written notice of any Claim. This notice must be delivered within a reasonable timeframe. "Reasonable timeframe" means no more than [Number] days after ACME-1 becomes aware of the Claim.



Required Documentation

To support any Claim, ACME-1 must provide all relevant documentation. This includes, but is not limited to:

- All contracts related to the Claim.
- Invoices related to the Claim.
- All communications pertaining to the Claim.
- Any other evidence that supports the Losses claimed by ACME-1.

Docupal Demo, LLC may request additional documentation if needed to evaluate the Claim. ACME-1 will provide all documentation to Docupal Demo, LLC's registered address: 23 Main St, Anytown, CA 90210.

Duration and Termination

This Agreement shall become effective on the date of the last signature and will continue until terminated as outlined below.

Term of Indemnity Obligations

The indemnity obligations of DocuPal Demo, LLC will continue for a period of [Number] years following the termination of this Agreement.

Termination

This Agreement may be terminated under the following conditions:

- If DocuPal Demo, LLC breaches any term of this Agreement.
- If DocuPal Demo, LLC becomes insolvent.

Governing Law and Jurisdiction

This Indemnity Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.



Dispute Resolution

Any legal action or proceeding arising under, out of, or relating to this Agreement shall be resolved in the courts of New Castle County, Delaware. Both parties consent to the exclusive jurisdiction and venue of such courts.

Miscellaneous Provisions

Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions will continue in full force and effect. The parties will negotiate in good faith to replace the invalid or unenforceable provision with a valid provision that achieves the original intent.

Waiver

No waiver of any provision of this Agreement will be effective unless in writing and signed by the waiving party. A waiver of any right or remedy on one occasion will not waive any right or remedy on any other occasion or waive any other provision.

Entire Agreement

This Agreement constitutes the entire agreement between Docupal Demo, LLC and ACME-1 concerning the subject matter hereof, superseding all prior agreements and understandings, whether oral or written.

Amendments

This Agreement may be amended or modified only by a written instrument signed by both Docupal Demo, LLC and ACME-1.

Assignment

Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party.



Governing Law

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

Signatures and Execution

This Indemnity Agreement becomes effective on the date of the last signature affixed below.

Docupal Demo, LLC and Acme, Inc. agree to the terms and conditions outlined in this Agreement.

Docupal Demo, LLC (Indemnifier)

By: _____

Name: [Name of Indemnifier]

Title: [Title]

Date: _____

Acme, Inc. (Indemnitee)

By: _____

Name: [Name of Indemnitee]

Title: [Title]

Date: _____

