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Introduction and Purpose

This Hold Harmless Agreement is made and entered into as of 2025-08-09 by and between Docupal Demo, LLC, a company organized under the laws of the United States, with its principal place of business at 23 Main St, Anytown, CA 90210 ("Docupal"), and Acme, Inc ("ACME-1"), a business entity organized under the laws of the United States, with its principal address at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA.

Purpose of Agreement

The purpose of this Agreement is to protect Docupal from any and all liability associated with the services provided to ACME-1. ACME-1 agrees to indemnify, defend, and hold harmless Docupal from and against any losses, damages, liabilities, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, arising out of or relating to the services provided by Docupal to ACME-1. This Agreement outlines the specific activities covered, the obligations of each party, and the limitations of the indemnification provided.

Definitions

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

Key Parties

- **Indemnified Party:** Refers to DocuPal Demo, LLC, a company organized in the United States, located at 23 Main St, Anytown, CA 90210, and its officers, directors, employees, agents, and affiliates.
- **Indemnifying Party:** Refers to Acme, Inc (ACME-1), a business entity organized in the United States, located at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA, and its officers, directors, employees, agents, and affiliates.



Liabilities and Claims

- **Liabilities:** Encompasses any and all debts, obligations, responsibilities, whether known or unknown, absolute or contingent, present or future, and includes, without limitation, any direct, indirect, consequential, or special losses or damages.
- **Damages:** Means any and all losses, damages, injuries, liabilities, claims, demands, causes of action, judgments, settlements, interest, awards, fines, penalties, costs, or expenses of whatsoever kind, including reasonable attorneys' fees and the costs of investigation or defense.
- **Claims:** Means any and all actions, suits, proceedings, demands, complaints, investigations, or inquiries, whether formal or informal, brought by any third party. This includes assertions of liability or demands for compensation.

Indemnification Clause

ACME-1 agrees to defend, indemnify, and hold harmless Docupal Demo, LLC, its officers, directors, employees, agents, and affiliates from and against any and all liabilities, losses, damages, costs, or expenses. This includes reasonable attorney's fees and other costs of litigation. It also covers any claims arising from ACME-1's use of Docupal Demo, LLC's services.

Scope of Indemnification

The scope of this indemnification extends to any claims arising out of or related to ACME-1's use of the services provided by Docupal Demo, LLC. This includes, but is not limited to, claims related to:

- Breach of contract
- Negligence
- Infringement of intellectual property rights
- Violation of any law or regulation

Indemnification Obligations

ACME-1's obligations under this indemnification clause include:

- Defending Docupal Demo, LLC against any and all claims.
- Paying any judgments entered against Docupal Demo, LLC.



- Reimbursing Docupal Demo, LLC for any expenses incurred in defending against such claims.

Limitations

Notwithstanding the foregoing, ACME-1 will not be required to indemnify Docupal Demo, LLC for any liabilities, losses, damages, costs, or expenses to the extent they are caused by the gross negligence or willful misconduct of Docupal Demo, LLC. Also, ACME-1 is not responsible for liabilities arising from Docupal Demo, LLC's breach of this agreement.

Scope of Hold Harmless Protection

This section details the extent to which Acme, Inc. (ACME-1) will indemnify and hold harmless DocuPal Demo, LLC from any liabilities. The protection applies to specific claims and damages, with certain exclusions as outlined below.

Covered Claims and Damages

Acme, Inc. agrees to protect DocuPal Demo, LLC against any claim, demand, action, cause of action, loss, or expense. This includes, but is not limited to, those arising directly or indirectly from Acme, Inc.'s use of DocuPal Demo, LLC's services. The coverage extends to any and all third-party claims related to the services provided by DocuPal Demo, LLC. Covered damages encompass all losses and expenses incurred by DocuPal Demo, LLC as a result of Acme, Inc.'s actions or omissions related to the use of DocuPal Demo, LLC's services.

Exclusions

Notwithstanding the broad scope of indemnification, the hold harmless protection does not extend to damages, losses, or liabilities resulting from DocuPal Demo, LLC's own gross negligence or willful misconduct. In such instances, DocuPal Demo, LLC will remain responsible for any resulting claims, damages, and associated expenses. This exclusion is intended to prevent Acme, Inc. from being responsible for damages directly caused by the culpable actions of DocuPal Demo, LLC.



Exceptions and Limitations

ACME-1's obligation to indemnify Docupal Demo, LLC is subject to certain exceptions and limitations. Specifically, ACME-1 will not indemnify Docupal Demo, LLC against any liabilities, losses, damages, or expenses that arise directly from Docupal Demo, LLC's gross negligence or willful misconduct.

Time Limitation on Claims

Any claim for indemnification by Docupal Demo, LLC must be made within the time period specified in this agreement. Failure to make a claim within this period will void ACME-1's indemnification obligations for that specific claim.

No Monetary Cap

There are no limitations on monetary damages regarding ACME-1's indemnification obligations, except as they relate to the exclusions for Docupal Demo, LLC's gross negligence or willful misconduct.

Term and Termination

This Hold Harmless Agreement will start on the Effective Date. It will continue until either party ends it.

Term

The term of this Agreement will begin on the Effective Date. It will remain in effect until terminated as described below.

Termination

Either DocuPal Demo, LLC or ACME-1 can terminate this Agreement. The terminating party must provide a written notice 30 days in advance. Termination will not affect ACME-1's duty to indemnify DocuPal Demo, LLC for any claims made before the termination date.



Governing Law and Jurisdiction

This Hold Harmless Agreement is governed by the laws of the State of Delaware. This means that Delaware law will be used to interpret and enforce the terms of this agreement.

Dispute Resolution

Any dispute arising out of or relating to this Hold Harmless Agreement will be resolved in the state or federal courts located in Delaware. Both parties consent to the jurisdiction of these courts for any such disputes. This ensures a clear and agreed-upon venue for resolving any potential disagreements.

Miscellaneous Provisions

Amendments

This Agreement may be amended or modified only by a written instrument signed by both DocuPal Demo, LLC and ACME-1. Any such amendment will become effective on the date specified in the amendment, or if no date is specified, upon the date of its signing by both parties.

Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired. In such a case, the parties agree to replace the invalid, illegal, or unenforceable provision with a valid, legal, and enforceable provision that achieves, to the greatest extent possible, the economic, legal, and commercial objectives of the invalid, illegal, or unenforceable provision.

Notices

Any notice required or permitted to be given under this Agreement shall be in writing and shall be delivered via certified mail or email. Notices to DocuPal Demo, LLC should be sent to 23 Main St, Anytown, CA 90210, or via email to the designated contact person. Notices to ACME-1 should be sent to 3751 Illinois Avenue,



Wilsonville, Oregon - 97070, USA, or via email to their designated contact person. Notice will be deemed given 3 business days after mailing via certified mail, or 1 business day after email.

Signature Blocks

Execution

This Hold Harmless Agreement becomes effective as of the last date signed below.

DocuPal Demo, LLC

Signed: _____

Printed Name:

Title:

Date: _____

Address: 23 Main St, Anytown, CA 90210

Contact Person:

Email:

Acme, Inc

Signed: _____

Printed Name:

Title:

Date: _____

Address: 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA

Contact Person:

Email:

