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# Introduction and Definitions

## Introduction

This Sales Agreement (the "Agreement") is made and entered into 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 ("Seller"), and Acme, Inc, also known as ACME-1, a business entity organized under the laws of the United States, with its principal address at 3751 Illinois Avenue, Wilsonville, Oregon - 97070 ("Buyer"). This Agreement sets forth the terms and conditions under which Seller will provide and Buyer will purchase certain software products and related services.

## Definitions

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

- **Products:** Shall mean the software products sold by DocuPal Demo, LLC to Acme, Inc under this Agreement.
- **Services:** Shall mean the related services provided by DocuPal Demo, LLC to Acme, Inc, including but not limited to, installation, training, and support, as specified in this Agreement.
- **Effective Date:** Shall mean August 9, 2025, the date on which this Agreement becomes effective.
- **Confidential Information:** Shall mean any information disclosed by either party to the other, either directly or indirectly, in writing, orally or by inspection of tangible objects, which is designated as "confidential" or which reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure.
- **Intellectual Property:** Shall mean all patents, copyrights, trademarks, trade secrets, and other intellectual property rights.



# Scope of Sale and Product Description

This Sales Agreement details the terms and conditions under which DocuPal Demo, LLC ("Producer") will provide software licensing and related support services to Acme, Inc ("Client"). The following outlines the scope of the sale, including a description of the products and services being provided.

## Software Licensing

ACME-1 will receive a license to use DocuPal Demo, LLC's proprietary software. The specific software and license type are outlined below:

- **Software Name:** DocuPal Document Management System
- **License Type:** Enterprise License
- **Quantity:** 50 User Licenses
- **License Term:** 36 months

This license grants ACME-1 the right to use the software for its internal business operations, subject to the terms and conditions specified in the "License Agreement" attached as Exhibit A.

## Support Services

In addition to the software license, DocuPal Demo, LLC will provide the following support services:

- **Technical Support:** Phone and email support during normal business hours (8:00 AM to 5:00 PM Pacific Time).
- **Software Updates:** Access to all software updates and patches released during the license term.
- **Training:** 20 hours of online training for ACME-1's employees on the use of the software.

## Payment Terms

The total payment due from ACME-1 to Docupal Demo, LLC under this Sales Agreement is \$50,000 USD. ACME-1 will make payments in United States Dollars.



## Payment Schedule

ACME-1 will adhere to the following payment schedule:

- **Initial Payment:** 50% of the total amount (\$25,000 USD) is due upon signing this Sales Agreement.
- **Final Payment:** The remaining 50% (\$25,000 USD) is due upon delivery of the software and related services.

## Accepted Payment Methods

Docupal Demo, LLC accepts payments via the following methods:

- Wire Transfer
- Certified Check

## Late Payment

Any payment not received by the due date will incur a late payment penalty. This penalty will be calculated at a rate of 1.5% per month on the outstanding overdue amount.

# Delivery Terms and Transfer of Risk

DocuPal Demo, LLC will manage the electronic delivery of the software and related services to ACME-1. Delivery will occur within ten (10) business days from the Effective Date of this Sales Agreement.

## Delivery Method

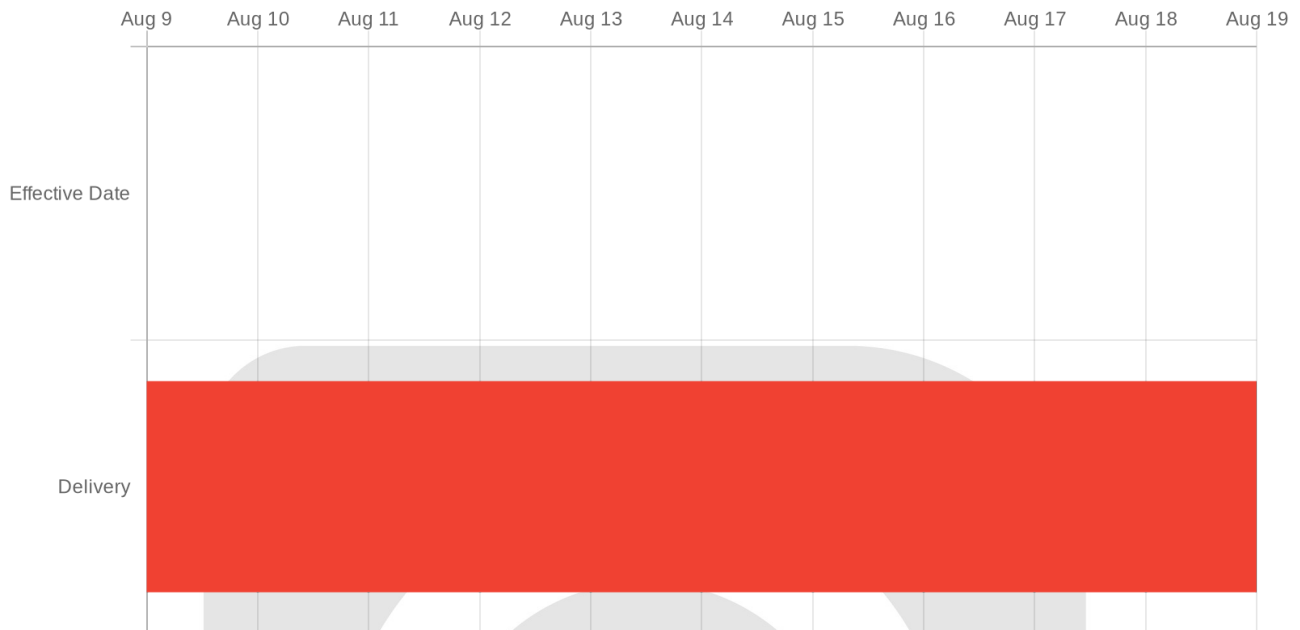
All software and related services will be delivered electronically. DocuPal Demo, LLC will ensure that ACME-1 receives the necessary software and access credentials.

## Transfer of Risk

The risk of loss or damage to the software and related services transfers to ACME-1 upon successful electronic delivery. Successful electronic delivery means the software is available for download or use by ACME-1.



## Delivery Timeline



## Warranties and Representations

DocuPal Demo, LLC warrants to ACME-1 that the software will perform substantially according to its documentation. This warranty is effective for one year, starting from the date the software is delivered.

### Warranty Limitations

This warranty does not cover problems caused by:

- Misuse of the software.
- Modifications made to the software by ACME-1 or a third party.
- Interference from other software not provided by DocuPal Demo, LLC.

DocuPal Demo, LLC makes no other warranties, express or implied, regarding the software or related services. This includes, but is not limited to, warranties of merchantability or fitness for a particular purpose.



# Limitation of Liability and Indemnification

## Limitation of Liability

Neither party will be liable to the other for any consequential, incidental, or special damages arising out of or related to this Agreement. DocuPal Demo, LLC's total liability to ACME-1 under this Agreement will not exceed the total amount ACME-1 paid to DocuPal Demo, LLC under this Agreement. This limitation applies regardless of the cause of action or the theory of liability.

## Indemnification

ACME-1 will indemnify, defend, and hold harmless DocuPal Demo, LLC, its officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, costs, and expenses arising out of or relating to ACME-1's misuse of the software provided under this Agreement.

DocuPal Demo, LLC will indemnify, defend, and hold harmless ACME-1, its officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, costs, and expenses arising out of or relating to any claim that the software infringes any third party's intellectual property rights. This indemnification obligation is contingent upon ACME-1 providing DocuPal Demo, LLC with prompt written notice of any such claim and cooperating fully with DocuPal Demo, LLC in the defense of such claim.

# Termination Conditions

This Agreement may be terminated under the following conditions.

## Termination for Breach

Either party may terminate this Agreement if the other party commits a material breach of its obligations. The party seeking termination must provide written notice of the breach. The breaching party will then have thirty (30) days to cure the breach. If the breach is not cured within this period, the Agreement may be terminated.





## Termination for Insolvency

Either party may terminate this Agreement with immediate effect if the other party becomes insolvent. Insolvency includes bankruptcy, receivership, or assignment for the benefit of creditors.

# Confidentiality and Intellectual Property

## Confidential Information

Both parties agree that Confidential Information includes, but is not limited to, software code, pricing details, and business strategies. Each party must protect the other's Confidential Information with the same degree of care they use to protect their own, but no less than reasonable care. Confidentiality obligations survive the termination of this Sales Agreement.

## Intellectual Property Rights

DocuPal Demo, LLC retains all rights, title, and interest in and to its intellectual property, including the software. ACME-1 receives a license to use the software according to the terms of this Agreement, but no ownership of the software or its underlying code is transferred. ACME-1 will not attempt to reverse engineer, decompile, or disassemble the software. Any modifications or derivative works created by ACME-1 will be owned by DocuPal Demo, LLC.

# Dispute Resolution and Governing Law

In the event of any dispute arising from or relating to this Sales Agreement, the parties agree to first attempt to resolve the matter through good-faith negotiations.

## Arbitration

If the parties cannot resolve the dispute through negotiation, they agree to submit the dispute to binding arbitration. The arbitration will be conducted in accordance with the rules of the American Arbitration Association. The decision of the arbitrator shall be final and binding on both parties.



## Governing Law

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

