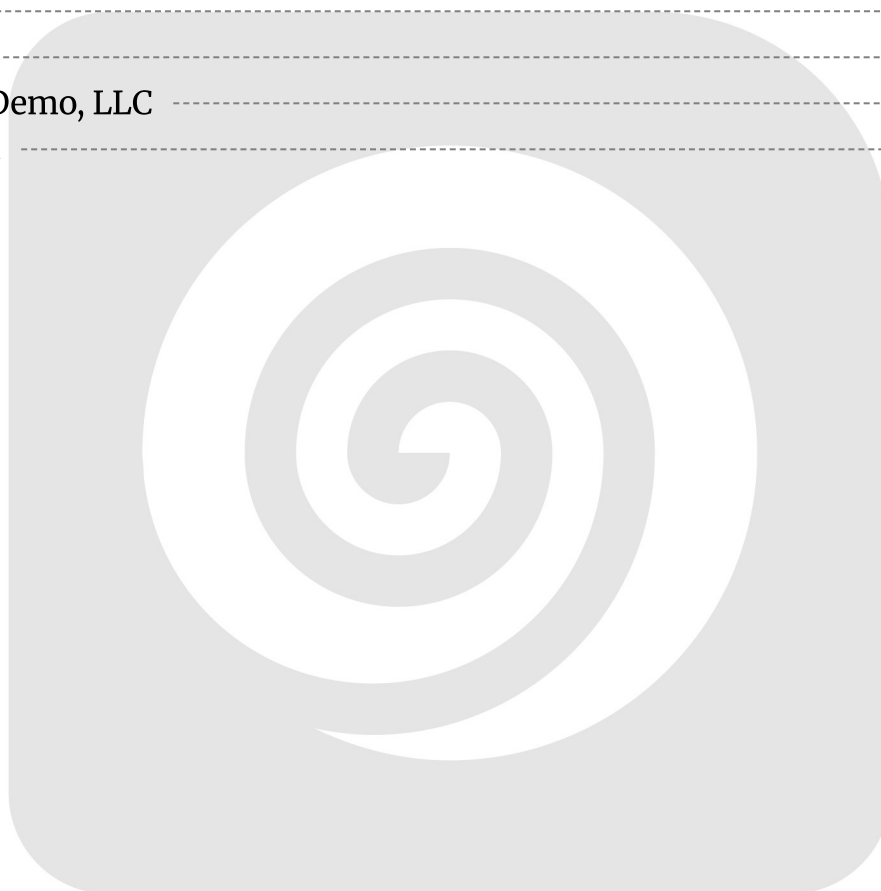


Table of Contents

Introduction and Recitals	3
Introduction	3
Recitals	3
Background	3
Purpose	3
Definitions and Interpretations	3
Interpretation	4
Purchase and Sale Terms	4
Subject of Purchase	4
Quality and Specifications	5
Responsibilities of the Seller	5
Responsibilities of the Buyer	5
Delivery	6
Purchase Price and Payment Terms	6
Payment Schedule	6
Payment Method	6
Payment Conditions	6
Delivery and Acceptance	7
Delivery	7
Risk of Loss	7
Acceptance	7
Warranties and Representations	7
Seller's Warranties	7
Seller's Representations	8
Disclaimers and Limitations	8
Indemnification and Liability	8
Indemnification	8
Limitation of Liability	8
Responsibility for Damages	9
Confidentiality	9
Definition of Confidential Information	9
Obligations	9
Duration	9



Dispute Resolution	9
Mediation	9
Arbitration	10
Governing Law and Jurisdiction	10
General Provisions	10
Amendments	10
Assignment	10
Notices	10
Entire Agreement	11
Signatures	11
Execution	11
DocuPal Demo, LLC	11
Acme, Inc	12



Introduction and Recitals

Introduction

This Purchase 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 ("DocuPal"), and Acme, Inc, also a United States company, with offices at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA ("ACME-1").

Recitals

Background

DocuPal is in the business of developing and licensing software, including its DocuPal software. ACME-1 desires to purchase a license to use the DocuPal software.

Purpose

This Agreement sets forth the terms and conditions under which DocuPal will sell, and ACME-1 will purchase, a license to use the DocuPal software. Both parties agree to be bound by the terms outlined in this document for the sale and purchase of 100 DocuPal software licenses.

Definitions and Interpretations

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

- **ACME-1** refers to Acme, Inc., the purchaser of the Software Licenses.
- **DocuPal Demo, LLC** refers to the seller of the Software Licenses.
- **Effective Date** means the date this Purchase Agreement is fully executed by both ACME-1 and DocuPal Demo, LLC.
- **License** means a non-exclusive, non-transferable right granted by DocuPal Demo, LLC to ACME-1 to use the Software in accordance with the terms of this Agreement.



- **Software** means the DocuPal software program, in object code form, including any updates, upgrades, or new releases provided to ACME-1 under this Agreement.
- **Term** means the duration of this Purchase Agreement, commencing on the Effective Date and continuing as specified in the Term and Termination section.

Interpretation

In this Purchase Agreement, unless the context otherwise requires:

- Words in the singular include the plural and vice versa.
- A reference to a statute or statutory provision includes any modification or re-enactment of it.
- The words "include" and "including" are to be construed as meaning "including without limitation."
- Section headings are for convenience only and do not affect the interpretation of this Agreement.

Purchase and Sale Terms

DocuPal Demo, LLC ("Seller") agrees to sell, and ACME-1 ("Buyer") agrees to purchase, one hundred (100) licenses for the DocuPal software. These licenses grant the Buyer the right to use the DocuPal software according to the terms outlined in this Agreement and the End User License Agreement (EULA) accompanying the software.

Subject of Purchase

The subject of this purchase is specifically one hundred (100) licenses to use the DocuPal software. No tangible goods are being transferred under this agreement. The software will be delivered electronically. The Seller will provide the necessary license keys and download instructions upon receipt of payment as per the payment schedule outlined in Section [REFERENCE PAYMENT SECTION]. The Buyer acknowledges that it is their responsibility to ensure their systems meet the minimum requirements for the DocuPal software.



Quality and Specifications

The DocuPal software licenses provided under this agreement will conform to the Seller's standard specifications and quality standards in effect at the time of delivery. The Seller warrants that the software will perform substantially in accordance with its published documentation for a period of [NUMBER] days from the date of delivery. Any deviations from these specifications must be reported to the Seller within [NUMBER] days of the delivery date.

Responsibilities of the Seller

The Seller, DocuPal Demo, LLC, is responsible for the following:

- Providing the correct number of software licenses (100) to the Buyer.
- Delivering the software electronically along with the necessary license keys and download instructions.
- Providing initial technical support to the Buyer for installation and setup of the software for a period of [NUMBER] days.
- Ensuring the software meets the standard specifications as outlined in the product documentation.

Responsibilities of the Buyer

The Buyer, ACME-1, is responsible for the following:

- Paying the purchase price as per the payment schedule defined in Section [REFERENCE PAYMENT SECTION].
- Ensuring their systems meet the minimum requirements for the DocuPal software.
- Using the software licenses in accordance with the terms of this Agreement and the accompanying EULA.
- Promptly reporting any defects or non-conformities in the software to the Seller within [NUMBER] days of discovery.
- Providing a suitable environment for the software to operate.
- Complying with the EULA agreement.



Delivery

The Seller will deliver the licenses electronically within [NUMBER] business days of the effective date of this agreement. Delivery will be considered complete when the Buyer receives the license keys and download instructions.

Purchase Price and Payment Terms

The total purchase price for the 100 DocuPal software licenses is \$50,000 USD. ACME-1 will make payments to DocuPal Demo, LLC according to the schedule outlined below.

Payment Schedule

Payments will be made in two installments:

- **Initial Payment:** 50% of the total purchase price (\$25,000) is due upfront upon the execution of this Agreement.
- **Final Payment:** The remaining 50% (\$25,000) is due upon delivery of the software licenses.

Payment Method

ACME-1 shall remit payments via wire transfer or certified check. DocuPal Demo, LLC will provide the necessary banking details for wire transfers upon the execution of this Agreement. Payments made via certified check should be mailed to DocuPal Demo, LLC at 23 Main St, Anytown, CA 90210.

Payment Conditions

Timely payments are crucial. Late payments may incur a late fee of 1% per month on the outstanding balance. DocuPal Demo, LLC reserves the right to suspend delivery of the software licenses if the initial payment is not received within 10 business days of the execution date of this Agreement.



Delivery and Acceptance

Delivery

DocuPal Demo, LLC will deliver the 100 DocuPal software licenses to ACME-1 within fifteen (15) business days of the Effective Date. Delivery will be completed via electronic transfer.

Risk of Loss

The risk of loss or damage to the software licenses transfers from DocuPal Demo, LLC to ACME-1 upon successful delivery.

Acceptance

ACME-1 has ten (10) business days following delivery to inspect and evaluate the software licenses. ACME-1 will notify DocuPal Demo, LLC in writing of any non-conformance with the agreed-upon specifications. If ACME-1 does not provide a written notice of rejection within the ten (10) business day inspection period, the software licenses will be deemed accepted.

Warranties and Representations

Seller's Warranties

DocuPal Demo, LLC warrants to ACME-1 that the DocuPal software will perform substantially in accordance with its published documentation for a period of ninety (90) days from the date of delivery. This warranty covers defects in materials and workmanship under normal use. If the software does not conform to this warranty, DocuPal Demo, LLC will, at its option and as ACME-1's exclusive remedy, either repair or replace the defective software.

Seller's Representations

DocuPal Demo, LLC represents that it has the full right, power, and authority to grant the software licenses to ACME-1 as outlined in this Purchase Agreement. DocuPal Demo, LLC also represents that the software does not infringe upon any



intellectual property rights of any third party.

Disclaimers and Limitations

Except as expressly provided in this agreement, DocuPal Demo, LLC makes no other warranties, express or implied, regarding the DocuPal software. DocuPal Demo, LLC specifically disclaims any implied warranties of merchantability or fitness for a particular purpose. In no event shall DocuPal Demo, LLC be liable for any indirect, incidental, special, or consequential damages arising out of or in connection with this agreement or the use of the DocuPal software, even if DocuPal Demo, LLC has been advised of the possibility of such damages.

Indemnification and Liability

Indemnification

ACME-1 shall 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 attorneys' fees) arising out of or relating to ACME-1's use of the Software. This indemnification includes, but is not limited to, claims of infringement, misappropriation, or violation of any intellectual property rights or other rights of any third party.

Limitation of Liability

DocuPal Demo, LLC will not be liable to ACME-1 for any indirect, incidental, special, consequential, or punitive damages arising out of or relating to this Agreement or the Software. DocuPal Demo, LLC's total and cumulative liability to ACME-1 for any and all claims, losses, damages, or expenses, from any cause whatsoever, shall in no event exceed the total purchase price paid by ACME-1 to DocuPal Demo, LLC under this Agreement.

Responsibility for Damages

ACME-1 assumes full responsibility for any and all damages or losses occurring after the risk transfer of the Software.



Confidentiality

Definition of Confidential Information

For the purposes of this Agreement, "Confidential Information" means any and all information relating to either party's business, including but not limited to: software code, pricing information, and other business information disclosed by one party to the other.

Obligations

Both DocuPal Demo, LLC and ACME-1 agree to hold all Confidential Information in strict confidence. Neither party will disclose such information to any third party. Both parties shall protect confidentiality with the same degree of care.

Duration

The obligations of confidentiality under this Agreement shall continue for a period of five (5) years from the Effective Date of this Agreement.

Dispute Resolution

The parties will try to resolve any dispute relating to this Agreement through good faith negotiations. This includes disputes over the Agreement's validity, interpretation, or performance.

Mediation

If negotiation fails, the parties will attempt to settle the dispute by mediation. A mutually agreed-upon mediator will conduct the mediation in accordance with the mediator's rules.

Arbitration

If mediation is unsuccessful, any unresolved dispute arising out of or relating to this Agreement will be settled by binding arbitration. The arbitration will be administered by a recognized arbitration organization. It will be conducted in



accordance with its rules. The arbitrator's decision will be final and binding on both parties. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

Governing Law and Jurisdiction

The laws of the State of Delaware govern this Agreement, without regard to its conflict of laws principles. The parties consent to the exclusive jurisdiction of the courts of Delaware for any legal action or proceeding relating to this Agreement.

General Provisions

Amendments

This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both DocuPal Demo, LLC and ACME-1. No modification or amendment will be effective unless it is in writing and signed by both parties.

Assignment

Neither party may assign its rights or delegate its obligations under this Agreement to any third party without the prior written consent of the other party. Any attempt to assign rights or delegate obligations in violation of this section will be void.

Notices

All notices and other communications required or permitted under this Agreement must be in writing and will be deemed to have been duly given when delivered in person, by certified mail, return receipt requested, or by email to the addresses set forth below:

If to DocuPal Demo, LLC: 23 Main St, Anytown, CA 90210 Email: [Insert DocuPal Demo, LLC Email Address]

If to ACME-1: 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA Email: [Insert ACME-1 Email Address]



Either party may change its address for notification purposes by giving written notice to the other party in accordance with this section.

Entire Agreement

This Agreement constitutes the entire agreement between DocuPal Demo, LLC and ACME-1 with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

Signatures

Execution

This Purchase Agreement shall become effective as of the date of last signature below.

DocuPal Demo, LLC

Signed: _____

Name: John Smith

Title: [Title of John Smith]

Date: _____

Acme, Inc

Signed: _____

Name: Jane Doe

Title: [Title of Jane Doe]

Date: _____



Each party has executed this Purchase Agreement through its duly authorized representative as of the dates set forth below. This agreement is effective from the date it is fully signed by both parties. Please ensure both parties sign and date to indicate formal acceptance of the terms and conditions outlined within this document. This action confirms their commitment to fulfilling their respective obligations as detailed in this Purchase Agreement.

