

Table of Contents

Introduction and Purpose	4
Introduction	4
Purpose of the Agreement	4
Objectives	4
Definitions and Interpretations	5
Interpretation	5
Scope of Services	6
IT Support	6
Data Analytics	6
Customer Service	6
Deliverables and Milestones	7
Exclusions	7
Service Levels and Performance Metrics	7
Service Level Agreements (SLAs)	8
Key Performance Indicators (KPIs)	8
Monitoring and Reporting	8
Payment Terms and Pricing	9
Performance Bonuses and Penalties	9
Invoicing Procedures	9
Late Payment	9
Pricing Adjustments	9
Payment Milestones and Forecast Costs	10
Confidentiality and Data Protection	10
Confidentiality Obligations	10
Data Protection	10
Intellectual Property Rights	11
Ownership of Intellectual Property	11
Pre-Existing Intellectual Property	11
Grant of License	11
Assignment	12
Protection of Intellectual Property	12
Change Management	12
Change Request Process	12



Change Evaluation and Approval	12
Impact on Pricing and Timelines	13
Subcontracting and Third Parties	13
Subcontractor Due Diligence	13
Liability for Subcontractors	13
Warranties and Representations	13
DocuPal Demo, LLC Warranties	14
ACME-1 Representations	14
Indemnity and Liability	14
Indemnification	14
Limitation of Liability	14
Exclusions	15
Term and Termination	15
Renewal	15
Termination	15
Effects of Termination	16
Dispute Resolution	16
Mediation	16
Arbitration	16
Force Majeure	17
Definition of Force Majeure Event	17
Impact on Obligations	17
Notices	17
Designated Contacts	17
Notice Procedure	18
Governing Law and Jurisdiction	18
Dispute Resolution	18
Miscellaneous Provisions	18
Service Level Agreements (SLAs)	19
Interpretation	19
Entire Agreement	19
Severability	19
Assignment	19
Signatures	19
Agreement	20



Introduction and Purpose

Introduction

This Outsourcing Agreement ("Agreement") is made and entered into as of August 9, 2025, 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 place of business at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA.

Purpose of the Agreement

This Agreement establishes a strategic partnership between DocuPal and ACME-1 to enhance ACME-1's operational efficiency, allowing them to focus on their core business competencies. ACME-1 desires to outsource certain services to DocuPal, and DocuPal is ready, willing, and able to provide those services.

Objectives

The primary objectives of this Agreement are to:

- Clearly define the scope of services to be provided by DocuPal, including IT support, data analytics, and customer service.
- Establish specific, measurable, achievable, relevant, and time-bound (SMART) deliverables and performance standards to ensure high-quality service delivery.
- Create a framework for a successful, long-term collaboration based on mutual understanding, trust, and shared goals. This framework outlines key aspects such as pricing, intellectual property rights, confidentiality, liability, termination conditions, and dispute resolution.
- Ensure that both parties understand their respective obligations, responsibilities, and protections under this Agreement.



Definitions and Interpretations

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

- **ACME-1** refers to Acme, Inc., the client entering into this agreement.
- **Confidential Information** means any non-public information disclosed by either party to the other, either directly or indirectly, in writing, orally or by inspection of tangible objects. This includes, but is not limited to, technical data, trade secrets, know-how, business plans, and customer information.
- **Deliverables** are the tangible and intangible items that DocuPal Demo, LLC is required to provide to ACME-1 as part of the Services, as specified in **Schedule A**.
- **Intellectual Property** means all patents, copyrights, trademarks, trade secrets, and other proprietary rights, and any applications for such rights, worldwide.
- **Performance Standards** refers to the measurable criteria used to evaluate the quality and timeliness of the Services provided by DocuPal Demo, LLC, as detailed in **Schedule B**.
- **Services** encompass the IT support, data analytics, and customer service functions that DocuPal Demo, LLC will provide to ACME-1, as described in **Schedule A**.
- **DocuPal** refers to Docupal Demo, LLC, the service provider entering into this agreement.

Interpretation

In this Agreement, unless the context otherwise requires:

- Words in the singular shall include the plural and vice versa.
- A reference to one gender shall include a reference to the other gender.
- The schedules form an integral part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement.
- References to statutory provisions shall be construed as references to those provisions as amended or re-enacted from time to time.
- The headings in this Agreement are for convenience only and shall not affect its interpretation.



Scope of Services

DocuPal Demo, LLC will provide ACME-1 with specific services as detailed below. These services include IT support, data analytics, and customer service. We will deliver these services according to the terms and conditions outlined in this agreement.

IT Support

DocuPal Demo, LLC will deliver comprehensive IT support services. This includes:

- Help desk services: Addressing and resolving IT-related issues raised by ACME-1 employees.
- Network monitoring: Continuously monitoring ACME-1's network infrastructure to identify and resolve potential problems.
- System maintenance: Performing regular system updates and maintenance to ensure optimal performance and security.
- Cybersecurity: Implementing and managing security measures to protect ACME-1's data and systems from cyber threats.

Data Analytics

DocuPal Demo, LLC will provide data analytics services. This includes:

- Data collection: Gathering relevant data from various sources.
- Data processing: Cleaning, transforming, and preparing data for analysis.
- Data analysis: Performing statistical analysis and data mining to identify trends and insights.
- Reporting: Creating and delivering monthly performance reports.

Customer Service

DocuPal Demo, LLC will offer customer service support. This includes:

- Inquiry handling: Addressing customer inquiries via phone, email, and chat.
- Issue resolution: Resolving customer complaints and issues in a timely and effective manner.
- Customer support: Providing ongoing support to ACME-1's customers.



- Customer feedback: Gathering and analyzing customer feedback to improve service quality.

Deliverables and Milestones

DocuPal Demo, LLC will provide the following deliverables:

Deliverable	Frequency
Monthly Performance Reports	Monthly
Quarterly Business Reviews	Quarterly
Annual Strategy Assessments	Annually

These deliverables will help ACME-1 monitor performance and ensure alignment with strategic goals.

Exclusions

The following services are explicitly excluded from the scope of this agreement:

- On-site hardware repair (unless otherwise agreed upon in writing)
- Development of new software applications
- Services not expressly described in this agreement

Any services outside this defined scope will require a separate agreement and associated fees.

Service Levels and Performance Metrics

DocuPal Demo, LLC will provide services to ACME-1 according to the following service levels and performance metrics. These standards will ensure effective service delivery and allow for objective performance evaluation.

Service Level Agreements (SLAs)

DocuPal Demo, LLC is committed to meeting or exceeding the following SLAs:

- **IT Services Uptime:** 99.9% uptime, measured monthly. This ensures minimal disruption to ACME-1's IT operations.



- **Customer Satisfaction:** A minimum of 95% customer satisfaction rating, based on surveys and feedback collected monthly.
- **Data Analytics Report Delivery:** Timely delivery of data analytics reports as per the agreed-upon schedule, detailed in **Schedule A**.

Key Performance Indicators (KPIs)

Performance will be monitored through these KPIs:

- **System Availability:** Percentage of time IT systems are operational and accessible.
- **Customer Feedback Scores:** Average satisfaction scores from customer surveys.
- **Report Delivery Timeliness:** Percentage of reports delivered on or before the agreed-upon deadline.
- **Response Time:** Average time taken to respond to service requests.
- **Resolution Time:** Average time taken to resolve reported issues.

Monitoring and Reporting

DocuPal Demo, LLC will monitor performance against these SLAs and KPIs continuously. Performance will be reported to ACME-1 on a monthly basis. These reports will include:

- A summary of performance against each SLA and KPI.
- Analysis of any deviations from targets.
- Corrective actions taken or planned to address any shortfalls.
- Client feedback collected during the reporting period.

Regular audits will be conducted to validate performance data and identify areas for improvement. ACME-1 will have the right to participate in these audits. We will also hold regular meetings to discuss performance, address concerns, and explore opportunities to improve service delivery.

Payment Terms and Pricing

DocuPal Demo, LLC will invoice ACME-1 \$50,000 per month for the services rendered under this Outsourcing Agreement. ACME-1 will make payments within 30 days of receiving each invoice.



Performance Bonuses and Penalties

This agreement includes provisions for both performance bonuses and penalties. If DocuPal Demo, LLC exceeds agreed-upon performance targets, ACME-1 will award performance bonuses as defined in **Appendix B: Performance Metrics and Bonuses**. Conversely, failure to meet minimum performance standards, as outlined in the same appendix, will result in penalties. The specific calculation and application of these bonuses and penalties will be detailed in each monthly performance report.

Invoicing Procedures

DocuPal Demo, LLC will send invoices to ACME-1 electronically to the address specified in **Appendix A: Contact Information**. Each invoice will include a detailed breakdown of the services provided during the billing period. It will also show any applicable performance bonuses or penalties. ACME-1 must notify DocuPal Demo, LLC of any invoice disputes within 10 days of receipt.

Late Payment

If ACME-1 fails to pay an invoice within the 30-day payment period, DocuPal Demo, LLC may assess a late payment penalty. The penalty will be 1.5% per month on the outstanding balance, or the maximum rate allowed by law, whichever is lower. Continued late payments may be grounds for suspension of services, as described in **Section 9: Termination**.

Pricing Adjustments

DocuPal Demo, LLC reserves the right to adjust pricing annually. Any proposed price adjustments will be communicated to ACME-1 at least 60 days before the effective date. ACME-1 will have the option to accept the new pricing or terminate the agreement, as outlined in **Section 9: Termination**. Price adjustments will consider market conditions, inflation, and changes in the scope of services.

Payment Milestones and Forecast Costs

Confidentiality and Data Protection



DocuPal Demo, LLC, and ACME-1 acknowledge that during the term of this Agreement, each party may have access to confidential information belonging to the other party. This information can include, but is not limited to, business plans, customer data, financial information, and technical specifications. Both parties agree to protect this confidential information.

Confidentiality Obligations

Both DocuPal Demo, LLC, and ACME-1 will take reasonable measures to protect the other party's confidential information. These measures will include, at a minimum:

- Restricting access to confidential information to employees and contractors with a need to know.
- Maintaining physical and electronic security measures to protect against unauthorized access.
- Ensuring that all employees and contractors who have access to confidential information have signed non-disclosure agreements (NDAs).
- Using encryption to protect confidential information transmitted electronically.

Data Protection

DocuPal Demo, LLC, will process any personal data provided by ACME-1 only in accordance with this Agreement and ACME-1's documented instructions. DocuPal Demo, LLC, will comply with all applicable data protection laws, including but not limited to the General Data Protection Regulation (GDPR), the California Consumer Privacy Act (CCPA), and other relevant data protection laws.

DocuPal Demo, LLC, will implement and maintain appropriate technical and organizational measures to protect personal data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or access. These measures will include:

- Data encryption both in transit and at rest.
- Strict access controls.
- Regular security audits.
- Data breach notification procedures.

DocuPal Demo, LLC, will notify ACME-1 without undue delay upon becoming aware of a data breach involving ACME-1's personal data. DocuPal Demo, LLC, will reasonably assist ACME-1 in complying with its obligations under applicable data



protection laws.

Intellectual Property Rights

Ownership of Intellectual Property

ACME-1 retains all right, title, and interest in and to any deliverables created as a result of the services provided under this Agreement. This includes, but is not limited to, all inventions, works of authorship, and other intellectual property. DocuPal Demo, LLC acknowledges that all deliverables are "works made for hire" and are the exclusive property of ACME-1.

Pre-Existing Intellectual Property

Each party retains ownership of its pre-existing intellectual property rights. This Agreement does not transfer ownership of any intellectual property owned by either party prior to the Effective Date.

Grant of License

ACME-1 grants to DocuPal Demo, LLC a limited, non-exclusive, royalty-free license to use ACME-1's intellectual property solely for the purpose of performing the services outlined in this Agreement. DocuPal Demo, LLC will not use ACME-1's intellectual property for any other purpose without prior written consent. Similarly, DocuPal Demo, LLC grants to ACME-1 a license to use DocuPal Demo, LLC's intellectual property incorporated into the deliverables.

Assignment

Neither party may assign its intellectual property rights without the prior written consent of the other party. Any attempt to assign intellectual property rights without such consent will be void.

Protection of Intellectual Property

DocuPal Demo, LLC will take all reasonable steps to protect ACME-1's intellectual property. This includes implementing appropriate security measures and ensuring that its employees and subcontractors are bound by confidentiality agreements that



protect ACME-1's intellectual property rights. DocuPal Demo, LLC will promptly notify ACME-1 of any suspected or actual infringement of ACME-1's intellectual property rights.

Change Management

This section outlines the process for managing changes to the scope of services, specifications, or other terms of this Outsourcing Agreement between DocuPal Demo, LLC, and ACME-1.

Change Request Process

Either party may request a change to this Agreement by submitting a written change request to the other party. The change request must include a detailed description of the proposed change, the reason for the change, and any potential impact on project timelines or pricing.

Change Evaluation and Approval

Upon receipt of a change request, both parties will evaluate the feasibility, impact, and cost of the proposed change. DocuPal Demo, LLC, will provide ACME-1 with a written assessment of the change request, including any adjustments to pricing or timelines. No change will be implemented unless both parties agree to the change in writing through a formal amendment to this Agreement.

Impact on Pricing and Timelines

Changes to the scope of services or specifications may impact pricing and project timelines. Any adjustments to pricing or timelines will be negotiated in good faith and documented in the written amendment. The amendment will specify the revised pricing, revised timelines, and any other relevant terms and conditions. Both parties must sign the amendment before the change is considered approved and implemented.



Subcontracting and Third Parties

DocuPal Demo, LLC may subcontract portions of the services outlined in this Agreement. However, such subcontracting is contingent upon receiving prior written consent from ACME-1.

Subcontractor Due Diligence

Before engaging any subcontractor, DocuPal Demo, LLC will perform due diligence. This ensures that any potential subcontractor meets ACME-1's standards and requirements.

Liability for Subcontractors

DocuPal Demo, LLC remains liable for the actions and omissions of its subcontractors. This liability extends as if the actions or omissions were those of DocuPal Demo, LLC itself. ACME-1 will not have a direct cause of action against any subcontractor of DocuPal Demo, LLC.

Warranties and Representations

DocuPal Demo, LLC, and ACME-1 each warrant and represent the following to the other party:

DocuPal Demo, LLC Warranties

DocuPal Demo, LLC warrants that it will perform all services under this Agreement with due skill and care. These services will be consistent with industry standards for similar services. DocuPal Demo, LLC will maintain all necessary certifications and qualified personnel to meet the obligations of this agreement.

ACME-1 Representations

ACME-1 represents that it has the full right, power, and authority to enter into this Agreement. ACME-1 represents that it will provide DocuPal Demo, LLC, with all information and access necessary for DocuPal Demo, LLC, to perform the services. ACME-1 is responsible for the accuracy and completeness of all data, instructions,



and materials provided to DocuPal Demo, LLC. ACME-1 represents it will comply with all applicable laws and regulations related to its obligations under this Agreement.

Indemnity and Liability

Indemnification

Docupal Demo, LLC agrees to indemnify, defend, and hold harmless ACME-1, its officers, directors, employees, and agents from and against any and all claims, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to Docupal Demo, LLC's negligence, willful misconduct, or breach of this Agreement. ACME-1 will promptly notify Docupal Demo, LLC of any claim subject to indemnification. ACME-1 will reasonably cooperate with Docupal Demo, LLC in the defense of such claim.

Limitation of Liability

Docupal Demo, LLC's total liability to ACME-1 for any and all claims arising out of or relating to this Agreement, regardless of the form of action, whether in contract, tort, or otherwise, will not exceed the total fees paid by ACME-1 to Docupal Demo, LLC under this Agreement during the twelve (12) months immediately preceding the date on which the claim arose.

Exclusions

In no event will either party be liable to the other for any indirect, incidental, consequential, special, or punitive damages, or for lost profits, lost revenue, or lost data, even if advised of the possibility of such damages. The limitations of liability set forth in this section will not apply to damages arising from Docupal Demo, LLC's gross negligence or willful misconduct or breach of confidentiality obligations.

Term and Termination

This Agreement will begin on August 9, 2025 and continue for an initial term of three (3) years. After the initial term, this Agreement will automatically renew for successive one (1) year terms.



Renewal

To prevent automatic renewal, either party must provide written notice of non-renewal at least ninety (90) days before the end of the current term.

Termination

This Agreement may be terminated under the following conditions:

- **Termination for Material Breach:** Either party may terminate this Agreement if the other party materially breaches any of its obligations, and fails to cure such breach within thirty (30) days after receiving written notice of the breach.
- **Termination for Insolvency:** Either party may terminate this Agreement immediately if the other party becomes insolvent, files for bankruptcy, or enters into receivership.
- **Termination for Failure to Meet Performance Standards:** ACME-1 may terminate this Agreement if DocuPal Demo, LLC consistently fails to meet the agreed-upon performance standards, as defined in *Exhibit A*, and such failure continues for a period of ninety (90) days after written notice.
- **Termination for Convenience:** ACME-1 may terminate this agreement for any reason with 180 days written notice to DocuPal Demo, LLC.

Effects of Termination

Upon termination of this Agreement for any reason:

- DocuPal Demo, LLC will immediately cease providing the Services.
- ACME-1 will pay DocuPal Demo, LLC for all Services performed up to the effective date of termination.
- Both parties will return or destroy any Confidential Information of the other party, as specified in *Section 8: Confidentiality*.
- Sections regarding Intellectual Property, Confidentiality, Limitation of Liability, and Dispute Resolution will survive termination.

Dispute Resolution

ACME-1 and DocuPal Demo, LLC will try to resolve any disputes informally. This involves good-faith negotiations between authorized representatives of both parties.



Mediation

If informal negotiation fails, both parties agree to attempt resolution through mediation. The parties will jointly appoint a mediator. If they cannot agree on one, each party will select a mediator, and those two mediators will select a third. The mediation will occur in Wilmington, Delaware, unless both parties agree to an alternative location.

Arbitration

If mediation does not resolve the dispute within [Number] days of the initial mediation session, the parties agree to submit the dispute to binding arbitration. The arbitration will be conducted under the rules of the American Arbitration Association. The arbitration will occur in Wilmington, Delaware. 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. The jurisdiction for any legal action related to this agreement will be in Delaware. Venue for such actions will be in Wilmington. Each party will bear its own costs and attorneys' fees associated with the arbitration. The parties will equally share the fees and expenses of the arbitrator.

Force Majeure

DocuPal Demo, LLC and ACME-1 will not be liable for any failure or delay in performance of obligations under this Outsourcing Agreement if such failure or delay is due to a Force Majeure Event.

Definition of Force Majeure Event

A Force Majeure Event means any event beyond a party's reasonable control. This includes, but is not limited to:

- Natural disasters (e.g., floods, earthquakes, hurricanes)
- Acts of war, terrorism, or civil unrest
- Government regulations or orders
- Widespread failures of essential infrastructure (e.g., power outages, internet disruptions)



Impact on Obligations

If a Force Majeure Event occurs, the affected party's obligations will be suspended for the duration of the event. The affected party must promptly notify the other party of the event and make reasonable efforts to mitigate its impact. If the Force Majeure Event continues for more than sixty (60) days, either party may terminate this Outsourcing Agreement upon written notice.

Notices

All notices regarding this Outsourcing Agreement must be in writing. Notices are valid if delivered by email, certified mail, or personal delivery.

Designated Contacts

Each party must use the contact information below for all communications related to this Agreement.

Acme, Inc (ACME-1)

- Contact Name: [Client Contact Name]
- Title: [Client Title]
- Contact Information: [Client Contact Information]

Docupal Demo, LLC

- Contact Name: [Provider Contact Name]
- Title: [Provider Title]
- Contact Information: [Provider Contact Information]

Notice Procedure

A party may change its designated contact by providing written notice to the other party. Changes are effective 5 business days after receipt. Notices sent by email are deemed received on the next business day. Notices sent by certified mail or personal delivery are considered received upon confirmation of delivery.



Governing Law and Jurisdiction

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

Dispute Resolution

Any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach, termination, or invalidity thereof, shall be subject to the exclusive jurisdiction of the state courts located in Delaware. Each party irrevocably consents to the jurisdiction and venue of such courts and waives any objection based on forum non conveniens or any similar doctrine. The prevailing party in any such dispute shall be entitled to recover its reasonable attorneys' fees and costs.

Miscellaneous Provisions

Service Level Agreements (SLAs)

Specific performance metrics and standards for the services provided under this Agreement are detailed in the Service Level Agreements (SLAs), which are an integral part of this Agreement. These SLAs outline the expected levels of service, response times, and resolution benchmarks that DocuPal Demo, LLC, must meet.

Interpretation

In the event of any conflict or ambiguity in the interpretation of this Agreement, the interpretation most favorable to ACME-1 shall prevail.

Entire Agreement

This Agreement, including all exhibits and schedules, constitutes the entire agreement between DocuPal Demo, LLC, and ACME-1 with respect to the subject matter hereof and supersedes all prior or contemporaneous communications and proposals, whether oral or written, between the parties with respect to such subject matter.



Severability

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

Assignment

Neither party may assign or transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party, except that DocuPal Demo, LLC, may assign this Agreement to a successor in connection with a merger, acquisition, or sale of all or substantially all of its assets. Any attempted assignment in violation of this section shall be null and void.

Signatures

This Outsourcing Agreement is effective as of the last date of signing below.

Agreement

By signing below, both parties acknowledge they have read, understood, and agree to the terms and conditions of this Outsourcing Agreement.

Acme, Inc (ACME-1)

Signature:	
Name:	[Client Signatory Name]
Title:	[Client Signatory Title]
Date:	

Docupal Demo, LLC

Signature:	
Name:	[Provider Signatory Name]

Title:	[Provider Signatory Title]
Date:	

Electronic signatures are permitted and will be treated as original signatures, provided they are duly authenticated.

