

Table of Contents

Introduction and Purpose	3
Purpose	3
Definitions and Interpretation	3
Definitions	3
Interpretation	4
Scope of Services and Deliverables	4
Specific Services	4
Delivery Timelines	5
Quality Criteria	5
Pricing and Payment Terms	5
Fixed Pricing	5
Variable Pricing	5
Payment Terms	6
Late Payment	6
Payment Schedule Example	6
Confidentiality and Data Protection	6
Confidential Information	6
Data Protection	6
Intellectual Property Rights	7
Ownership	7
License Grant	7
Restrictions	7
Warranties and Liabilities	7
Warranties	7
Liabilities	8
Termination and Renewal	8
Termination	8
Renewal	8
Dispute Resolution and Governing Law	9
Dispute Resolution	9
Arbitration	9
Governing Law	9
Miscellaneous Provisions	9



Assignment	9
Force Majeure	10
Notices	10
Amendments	10
Entire Agreement	10
Signatures and Execution	10



Introduction and Purpose

This Vendor Agreement (the "Agreement") is made and entered into as of August 9, 2025, by and between Docupal Demo, LLC, a company organized under the laws of United States, with its principal place of business at 23 Main St, Anytown, CA 90210 ("DocuPal"), and Acme, Inc, a business organized under the laws of United States, with its principal place of business at 3751 Illinois Avenue, Wilsonville, Oregon - 97070 ("ACME-1").

Purpose

The purpose of this Agreement is to set forth the terms and conditions under which DocuPal will provide document automation services to ACME-1. This Agreement defines the scope of services, payment terms, confidentiality obligations, intellectual property ownership, warranties, limitations of liability, termination conditions, and dispute resolution methods. It also addresses data protection, force majeure events, and the process for amending the Agreement.

Definitions and Interpretation

Definitions

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

- **Agreement:** This Vendor Agreement, including all schedules and exhibits attached hereto.
- **Confidential Information:** Any information disclosed by one 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. This includes, but is not limited to, business plans, customer lists, financial information, and technical data.
- **Deliverables:** The tangible and intangible items that Docupal Demo, LLC is required to produce and deliver to ACME-1 under this Agreement, as specified in **Schedule A**.



- **Intellectual Property:** All patents, trademarks, copyrights, trade secrets, and other forms of intellectual property rights recognized in any jurisdiction worldwide, including applications and registrations for any of the foregoing.
- **Services:** The document automation services to be provided by Docupal Demo, LLC to ACME-1 as described in **Schedule A**.
- **Term:** The period during which this Agreement is in effect, as defined in Section [Relevant Section Number].

Interpretation

In this Agreement, unless the context otherwise requires: (a) words in the singular shall include the plural and vice versa; (b) a reference to one gender shall include a reference to the other gender; (c) the words "include" and "including" shall be deemed to be followed by the words "without limitation"; (d) the headings are for convenience only and shall not affect the interpretation of this Agreement.

Scope of Services and Deliverables

DocuPal Demo, LLC will provide ACME-1 with document automation services as described below. These services include document template design, automation workflow setup, and ongoing maintenance and support.

Specific Services

- **Document Template Design:** DocuPal Demo, LLC will create document templates based on ACME-1's specifications. This includes formatting, branding, and data field integration.
- **Automation Workflow Setup:** DocuPal Demo, LLC will design and implement automated workflows for document generation and routing. This will streamline ACME-1's document processes.
- **Ongoing Maintenance and Support:** DocuPal Demo, LLC will provide maintenance and support services to ensure the continued functionality of the document automation system. This includes troubleshooting, updates, and technical assistance.



Delivery Timelines

Project schedules will outline specific delivery timelines for each service. These schedules will be agreed upon by both DocuPal Demo, LLC and ACME-1 before the commencement of work.

Quality Criteria

Service level agreements (SLAs) will define the quality criteria for all services provided. These SLAs will specify performance expectations, response times, and resolution targets. DocuPal Demo, LLC is committed to meeting or exceeding these quality standards.

Pricing and Payment Terms

DocuPal Demo, LLC will provide services to ACME-1 under two pricing models: fixed pricing per project and variable pricing for ongoing support. Specific pricing for each project will be outlined in individual Statements of Work (SOWs) attached to this agreement.

Fixed Pricing

For each project, a fixed price will be determined based on the project scope, complexity, and estimated time for completion. This fixed price includes all costs associated with delivering the defined project deliverables. The SOW will detail the project deliverables, acceptance criteria, and the corresponding fixed price.

Variable Pricing

Ongoing support will be billed at an hourly rate of \$[Insert Hourly Rate]. Time will be tracked in [Specify Increment, e.g., 15-minute] increments. A monthly invoice will be provided, detailing the support hours utilized.

Payment Terms

ACME-1 will make payments to DocuPal Demo, LLC within thirty (30) days of the invoice date (Net 30). Payments can be made via bank transfer to the account specified on the invoice.



Late Payment

Late payments may be subject to a late payment fee of [Specify Percentage, e.g., 1.5%] per month on the outstanding balance. DocuPal Demo, LLC reserves the right to suspend services if payments are not received within [Specify Number, e.g., 60] days of the invoice date.

Payment Schedule Example

The following bar chart illustrates a sample payment schedule based on project milestones for a fixed-price project.

This chart is an example and does not reflect the payment schedule for any specific project. Payment schedules will be detailed in the individual Statements of Work.

Confidentiality and Data Protection

Confidential Information

Both Docupal Demo, LLC and ACME-1 agree to protect each other's confidential information. This includes, but is not limited to, customer data, business strategies, pricing information, and technical specifications. Both parties will use confidential information only to fulfill the terms of this Vendor Agreement. We will take reasonable measures to prevent unauthorized access, use, or disclosure of confidential information.

Data Protection

Docupal Demo, LLC will comply with all applicable data protection regulations, including GDPR and CCPA. We will implement and maintain appropriate technical and organizational measures to protect personal data processed under this agreement. Both parties will promptly notify the other in the event of a data breach. Docupal Demo, LLC will assist ACME-1 in responding to data subject requests and fulfilling its obligations under data protection laws.



Intellectual Property Rights

Ownership

DocuPal Demo, LLC retains all rights, title, and interest in and to its document automation platform. This includes all software, algorithms, and underlying technology. Acme, Inc. retains all rights, title, and interest in and to its data. This includes any information, content, or material provided to DocuPal Demo, LLC for use with the platform.

License Grant

DocuPal Demo, LLC grants to Acme, Inc. a license to use the document templates and automated workflows. These will be specifically created for Acme, Inc. under this Vendor Agreement. This license is non-exclusive and limited to the scope of services defined herein.

Restrictions

Acme, Inc. may not sublicense, distribute, or modify the DocuPal Demo, LLC platform or associated intellectual property. Any unauthorized use is a breach of this agreement. DocuPal Demo, LLC will not use Acme, Inc.'s data for any purpose outside of fulfilling its obligations under this agreement.

Warranties and Liabilities

Warranties

DocuPal Demo, LLC warrants that the document automation services provided under this Agreement will perform accurately and according to the agreed-upon specifications. We commit to delivering services in a professional manner, consistent with industry standards.



Liabilities

DocuPal Demo, LLC's liability for any claim related to this Agreement is limited to the total fees paid by ACME-1 for the specific services that caused the damages. In no event shall DocuPal Demo, LLC be liable for any indirect, incidental, or consequential damages, including but not limited to loss of profits, data, or business opportunities, even if advised of the possibility of such damages. ACME-1 is responsible for the accuracy and legality of the content used within the document automation services. Both parties agree to mitigate potential losses and cooperate to resolve any issues promptly. This limitation of liability is a fundamental element of the agreement and reflects the risk allocation agreed upon by both parties.

Termination and Renewal

Termination

This Agreement may be terminated under the following conditions:

- **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.
- **Insolvency:** Either party may terminate this Agreement if the other party becomes insolvent, enters into bankruptcy, or makes an assignment for the benefit of creditors.
- **Failure to Perform:** DocuPal Demo, LLC may terminate this Agreement if ACME-1 fails to perform its obligations as outlined in this agreement. ACME-1 also has the right to terminate if DocuPal Demo, LLC fails to perform its service obligations.

Renewal

This Agreement will automatically renew for successive one-year terms unless either party provides written notice of termination at least sixty (60) days prior to the end of the then-current term.



Dispute Resolution and Governing Law

Dispute Resolution

DocuPal Demo, LLC and ACME-1 will first attempt to resolve any disputes arising under this Agreement through good faith negotiation. If negotiation fails, the parties agree to submit the dispute to mediation in Anytown, CA. A mutually agreed-upon mediator will conduct the mediation.

Arbitration

If mediation is unsuccessful, any unresolved controversy or claim arising out of or relating to this Agreement will be settled by binding arbitration. The arbitration will be conducted in accordance with the rules of the American Arbitration Association. The decision of the arbitrator will be final and binding on both parties.

Governing Law

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 state and federal courts located in Delaware for any legal action or proceeding arising out of this Agreement, should arbitration not be possible for any reason.

Miscellaneous Provisions

Assignment

Neither party may assign its rights or obligations under this Agreement 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.



Force Majeure

Neither party shall be liable for any failure to perform its obligations under this Agreement if such failure is caused by any act of God, war, civil unrest, strike, or other event beyond such party's reasonable control.

Notices

All notices under this Agreement must be in writing and sent to the addresses listed in the preamble of this Agreement and will be deemed to have been duly given when received.

Amendments

This Agreement may be amended only by a written instrument signed by both parties.

Entire Agreement

This Agreement constitutes the entire agreement between the parties 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.

Signatures and Execution

This Vendor Agreement becomes effective as of the last date of signature below.

DocuPal Demo, LLC and ACME-1 agree to the terms and conditions outlined in this agreement. Each party confirms that they are authorized to enter into this agreement.

Execution



Please carefully review this Vendor Agreement. Upon acceptance of the terms and conditions, authorized representatives from both DocuPal Demo, LLC and Acme, Inc. should sign and date below. This will signify their agreement and commitment to the terms outlined herein.

	DocuPal Demo, LLC	Acme, Inc
Signature		
Printed Name	[Name]	[Name]
Title	[Title]	[Title]
Date		

