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Introduction and Purpose

This Strategic Alliance 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 the United States, with its principal place of business at 23 Main St, Anytown, CA 90210 ("DocuPal"), and Acme, Inc, a company organized under the laws of the United States, with its principal place of business at 3751 Illinois Avenue, Wilsonville, Oregon - 97070 ("ACME-1").

Background

DocuPal and ACME-1 recognize the potential for mutual benefit through a strategic collaboration. Both parties desire to combine their respective strengths and resources to achieve shared objectives in the document management solutions market.

Objectives

The primary goals of this alliance are to expand market reach and develop innovative product offerings. ACME-1 anticipates increased market share as a result of this collaboration. DocuPal expects to achieve technological advancements through the combined efforts.

Strategic Rationale

This alliance aims to establish a leadership position for both DocuPal and ACME-1 in the document management solutions market. By combining DocuPal's expertise in [DocuPal area of expertise - to be completed] with ACME-1's capabilities in [ACME-1 area of expertise - to be completed], the parties intend to create a synergistic partnership that drives innovation and delivers enhanced value to customers. This Agreement outlines the framework for this collaboration, detailing the specific roles, responsibilities, and expectations of each party.



Scope of Collaboration

This Strategic Alliance Agreement defines the collaborative efforts between DocuPal Demo, LLC and ACME-1. The primary focus of this alliance is to leverage each party's strengths to enhance market presence and service offerings within the document management sector.

Specific Areas of Collaboration

The collaboration encompasses the following key areas:

- **Document Management Software:** Jointly promoting and distributing document management software solutions developed independently by each party.
- **Cloud Storage Services:** Integrating cloud storage solutions to provide enhanced accessibility and security for clients' documents.
- **Legal Services Market:** Targeting the legal services market with tailored document management solutions to improve efficiency and compliance.

Geographic and Operational Boundaries

The initial geographic focus of this alliance is within North America. This excludes direct engagement with government contracts. Any expansion beyond this region or inclusion of government contracts will require mutual written consent from both DocuPal Demo, LLC and ACME-1.

Exclusions

This Strategic Alliance Agreement specifically excludes the joint development or marketing of AI-driven legal advice tools. The alliance is limited to document management and related services as described above.



Governance and Management

Joint Steering Committee

A Joint Steering Committee (JSC) will be established to oversee the strategic alliance. The JSC will comprise senior executives from DocuPal Demo, LLC and ACME-1. This committee will be responsible for guiding the alliance, monitoring progress, and ensuring alignment with the strategic goals of both parties.

Decision-Making Process

The JSC will operate on a consensus-based decision-making model. All key decisions related to the alliance, including strategic direction, resource allocation, and performance targets, will require the agreement of all JSC members. If consensus cannot be reached, the parties will escalate the issue to their respective executive leadership for resolution.

Conflict Resolution

In the event of any dispute or disagreement arising from this Strategic Alliance Agreement, the parties agree to first attempt to resolve the matter through good-faith negotiations. If the parties are unable to resolve the dispute through negotiation, they will submit the matter to mediation. The mediation will be conducted by a mutually agreed-upon mediator in a location agreed upon by both parties.

Reporting and Communication

DocuPal Demo, LLC and ACME-1 will maintain open and regular communication regarding the progress of the alliance. Each party will provide monthly progress reports to the JSC, detailing key achievements, challenges encountered, and planned activities for the upcoming month. In addition to monthly reports, the parties will prepare and submit quarterly executive summaries to their respective leadership teams. These summaries will provide a high-level overview of the alliance's performance, strategic alignment, and overall value.



Roles and Responsibilities

This section defines the roles and responsibilities of DocuPal Demo, LLC and ACME-1 within this Strategic Alliance Agreement. Both parties commit to fulfilling these responsibilities to ensure the success of the alliance.

DocuPal Demo, LLC

DocuPal Demo, LLC will provide the following:

- **Technology Resources:** DocuPal Demo, LLC will contribute its technology infrastructure and software platforms to support the alliance's objectives.
- **Development Resources:** DocuPal Demo, LLC will allocate skilled development teams to create, customize, and maintain document management solutions.
- **Technical Support:** DocuPal Demo, LLC will offer technical assistance and troubleshooting for integrated products and services.
- **Product Integration:** DocuPal Demo, LLC will collaborate with ACME-1 on integrating products for seamless functionality.

ACME-1

ACME-1 will provide the following:

- **Marketing Expertise:** ACME-1 will develop and implement marketing strategies to promote the alliance's solutions.
- **Sales Expertise:** ACME-1 will leverage its sales network to generate leads and close deals for the jointly offered products.
- **Customer Insights:** ACME-1 will share valuable customer feedback to guide product development and enhancements.
- **Product Integration:** ACME-1 will collaborate with DocuPal Demo, LLC on integrating products for seamless functionality.

Shared Responsibilities

Both DocuPal Demo, LLC and ACME-1 share responsibility for:

- **Product Integration:** Both parties will actively participate in the integration of their respective products and services to ensure a cohesive offering.



- **Customer Support:** Both parties will provide customer support, leveraging their unique expertise to address customer inquiries and resolve issues efficiently.
- **Strategic Planning:** Both parties will engage in joint strategic planning to align their efforts and maximize the alliance's impact.
- **Performance Monitoring:** Both parties will monitor key performance indicators (KPIs) to track progress and make data-driven decisions.

Operational Execution

Each party is responsible for the operational execution within their respective areas of expertise. DocuPal Demo, LLC will manage the technical aspects, while ACME-1 will oversee marketing and sales activities. Collaborative projects will be jointly managed to ensure alignment and accountability.

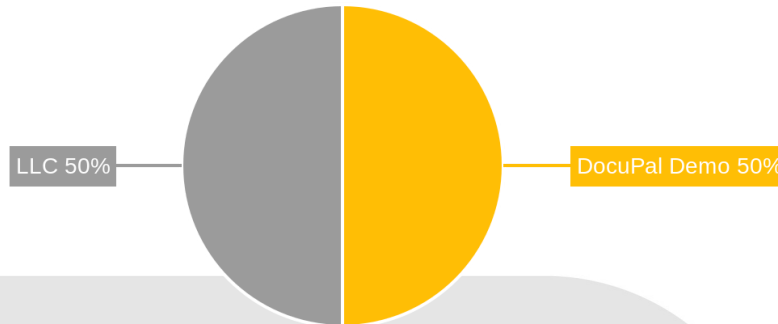
Resource and Cost Sharing

DocuPal Demo, LLC and ACME-1 will share resources and costs to support the Strategic Alliance. This section outlines how these contributions and expenses will be managed.

Cost Allocation

All direct expenses related to the alliance will be shared equally between DocuPal Demo, LLC and ACME-1. This means each party will be responsible for 50% of the agreed-upon costs.





Investment Proportions

Investments in the alliance will be proportional to each party's resource contribution. The party contributing more resources will bear a larger share of the investment costs. The specific proportions will be determined based on the fair market value of the resources contributed by each party.

Shared Resources

DocuPal Demo, LLC will contribute its document processing engine to the alliance. ACME-1 will share its customer relationship management (CRM) system. Both parties will ensure these resources are integrated effectively for the benefit of the alliance.

Cost Adjustment Reviews

The cost allocation and investment proportions will be reviewed annually. This review will consider prevailing market conditions and any changes in the resource contributions of each party. Adjustments will be made as necessary to ensure fairness and maintain the balance of the alliance. Any proposed adjustments must be mutually agreed upon in writing.



Intellectual Property Rights

Pre-Existing Intellectual Property

DocuPal Demo, LLC retains all rights, title, and interest in and to its pre-existing intellectual property. This includes, but is not limited to, its patents related to document processing. Acme, Inc. retains all rights, title, and interest in and to its pre-existing intellectual property. This includes, but is not limited to, its CRM software. Neither party grants the other any rights to its pre-existing intellectual property, except as expressly set forth in this Agreement.

Ownership of New Intellectual Property

Any intellectual property developed jointly by DocuPal Demo, LLC and Acme, Inc. during the term of this Strategic Alliance Agreement will be jointly owned. Ownership will be allocated based on each party's contribution to the development of the intellectual property. Specific contribution percentages will be documented and agreed upon in writing for each instance of jointly developed IP.

Exploitation Rights

While ownership of new intellectual property will be joint, exclusive exploitation rights may be granted to either DocuPal Demo, LLC or Acme, Inc. This grant will depend on the primary area of application and each party's resources and capabilities in that area. The party granted exclusive exploitation rights will be responsible for commercializing the relevant intellectual property. Revenue generated from such exploitation will be shared according to a pre-agreed formula, as outlined in Exhibit A.

Cross-Licensing

To facilitate the goals of this Strategic Alliance, a cross-licensing agreement is established. Each party grants the other a non-exclusive license to use its respective technologies. This license applies only to technologies developed within the scope of this alliance. The terms and conditions of this cross-license, including any restrictions, are detailed in Exhibit B.



Confidentiality and Non-Disclosure

DocuPal Demo, LLC and ACME-1 acknowledge that during the term of this Strategic Alliance Agreement, each party may have access to confidential information belonging to the other party. This information may include, but is not limited to, customer data, pricing strategies, and product development roadmaps. Both parties agree to treat such information as strictly confidential.

Obligations

Each party will take all necessary precautions to safeguard the other party's confidential information. This includes, at a minimum, the same degree of care that it uses to protect its own confidential information. Both DocuPal Demo, LLC and ACME-1 will comply with all applicable data protection laws, including GDPR and CCPA, regarding the handling and processing of personal data. Access to confidential information will be limited to employees or agents who have a need to know such information for the purposes of this Agreement.

Duration and Exceptions

The obligations of confidentiality under this Agreement will continue for a period of five years following the termination or expiration of this Agreement. The confidentiality obligations will not apply to information that is or becomes publicly available through no fault of the receiving party, or is already known to the receiving party prior to its disclosure by the other party. Also, information rightfully received from a third party without any obligation of confidentiality is not subject to these terms.

Performance Metrics and Monitoring

This section outlines how the success of the strategic alliance between DocuPal Demo, LLC and ACME-1 will be measured and monitored. It details the key performance indicators (KPIs), review processes, and potential remedies for underperformance.



Key Performance Indicators (KPIs)

The success of this alliance will be evaluated based on the following KPIs:

- **Market Share Growth:** This measures the increase in market share attributable to the alliance's activities.
- **Customer Satisfaction:** This reflects the level of satisfaction among customers acquired or served through the alliance, measured via surveys and feedback mechanisms.
- **Product Adoption Rates:** This indicates the rate at which the alliance's target audience adopts new products or features developed or promoted through the partnership.

Performance Review Process

The Joint Steering Committee will conduct quarterly reviews of the alliance's performance against the defined KPIs. These reviews will involve:

- Analysis of performance data.
- Assessment of progress toward strategic goals.
- Identification of areas for improvement.
- Discussion of any challenges or obstacles encountered.

Remedies for Underperformance

If the alliance fails to meet the agreed-upon KPIs, the following steps will be taken:

1. **Corrective Action Plan:** A detailed plan will be developed to address the root causes of underperformance and outline specific actions to improve results.
2. **Resource Allocation Adjustments:** The allocation of resources may be adjusted to provide additional support to areas that are lagging behind.
3. **Reevaluation of Strategies:** The Joint Steering Committee will reevaluate the alliance's strategies and make necessary adjustments to ensure alignment with overall goals.

Dispute Resolution

DocuPal Demo, LLC and ACME-1 aim to resolve any disputes amicably and in good faith.



Initial Escalation

Any dispute arising from or relating to this Strategic Alliance Agreement will first be escalated to the senior management of both DocuPal Demo, LLC and ACME-1. These senior managers will meet and attempt to resolve the dispute within fifteen (15) business days of the initial escalation.

Mediation

If senior management cannot resolve the dispute, the parties agree to attempt to settle the dispute by mediation. The mediation will occur in Anytown, CA unless both parties agree to an alternative location. A mutually agreed-upon mediator will conduct the mediation. Each party will bear its own costs associated with the mediation, and the parties will share equally the fees and expenses of the mediator.

Arbitration

If mediation is unsuccessful, any unresolved dispute arising out of or relating to this Strategic Alliance Agreement will be settled by binding arbitration administered in accordance with the rules of the American Arbitration Association. The arbitration will take place in Anytown, CA, unless otherwise agreed by both parties. The decision of the arbitrator 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

The laws of the State of Delaware govern this Strategic Alliance Agreement, without regard to its conflict of laws principles.

Term and Termination

This Strategic Alliance Agreement will begin on 2025-08-09 and continue for an initial term of three (3) years.



Renewal

This agreement may be renewed for additional terms. Renewal will require written consent from both DocuPal Demo, LLC and ACME-1, provided at least 90 days before the end of the current term. The terms of any renewal will be subject to negotiation and documented in a written amendment to this agreement.

Termination

Either party may terminate this agreement under the following conditions:

- **Breach of Contract:** If either party materially breaches any provision of this agreement, the non-breaching party may terminate this agreement. Termination requires written notice to the breaching party. The breaching party will have ninety (90) days to cure the breach. If the breach isn't cured within ninety (90) days, the non-breaching party may terminate the agreement immediately.
- **Bankruptcy:** Either party may terminate this agreement if the other party becomes insolvent, files for bankruptcy, or is subject to involuntary bankruptcy proceedings that are not dismissed within sixty (60) days.
- **Failure to Meet KPIs:** If either party fails to meet the agreed-upon Key Performance Indicators (KPIs) as outlined in Exhibit A, the other party may terminate this agreement. Prior to termination, a written notice outlining the deficiencies will be provided. A cure period of ninety (90) days will be granted to improve performance.
- **Termination for Convenience:** Either party may terminate this agreement for any reason with ninety (90) days written notice to the other party.

Penalties

In the event of termination, penalties may be assessed based on unfulfilled obligations. These penalties will be determined based on the specific circumstances of the termination and outlined in the applicable exhibits.

Legal and Regulatory Compliance

Each party is responsible for complying with all applicable laws and regulations related to this Strategic Alliance Agreement. This includes, but is not limited to, data privacy laws and industry-specific regulations.



Antitrust Compliance

Both DocuPal Demo, LLC and ACME-1 acknowledge the importance of complying with antitrust laws. The parties agree to conduct their activities under this agreement in a manner that does not violate any applicable antitrust regulations. This includes refraining from actions that could be construed as creating or maintaining a dominant market position.

Data Privacy

Both DocuPal Demo, LLC and ACME-1 must adhere to all relevant data privacy laws.

Amendments and Modifications

This Agreement may be amended or modified only by a written instrument. This instrument must be signed by authorized representatives of both parties.

Formal Amendment Process

No amendment, modification, waiver, or discharge of this Agreement will be valid unless it is in writing. It must explicitly reference this Agreement and be duly executed by the Chief Executive Officer of DocuPal Demo, LLC and the Chief Executive Officer of Acme, Inc. Informal discussions or oral agreements will not be considered valid or binding. This ensures all changes are formally documented and agreed upon by both parties, maintaining clarity and enforceability.

Notices

All notices regarding this Strategic Alliance Agreement must be in writing.

Delivery Methods

Acceptable delivery methods include:

- Email
- Certified Mail
- Overnight Courier



Addresses

Notices must be sent to the addresses listed in the signature block of this agreement.

Effective Delivery Times

The date of receipt will determine notice effectiveness. Delivery times are as follows:

- **Email:** Same day
- **Certified Mail:** Five (5) business days
- **Overnight Courier:** One (1) business day

Miscellaneous Provisions

Force Majeure

Neither DocuPal Demo, LLC nor ACME-1 will be liable for any failure to perform its obligations under this Strategic Alliance Agreement if such failure results from acts of God, war, or other events beyond the reasonable control of the party. The affected party must promptly notify the other party of the force majeure event and make reasonable efforts to mitigate its effects.

Assignment

Neither party may assign or transfer this Strategic Alliance Agreement, or any of its rights or obligations, without the prior written consent of the other party. Any attempted assignment without such consent will be void.

Entire Agreement

This Strategic Alliance Agreement constitutes the entire agreement between DocuPal Demo, LLC and ACME-1 with respect to the subject matter. It supersedes all prior or contemporaneous communications and proposals, whether oral or written.

