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Introduction and Purpose

This Teaming 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 ("ACME-1"), a business organized and existing under the laws of the United States, with its principal place of business at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA.

The purpose of this Agreement is to set forth the terms and conditions under which DocuPal and ACME-1 will collaborate to pursue a specific government contract related to document management solutions. Both parties desire to combine their resources and expertise to submit a competitive bid and, if successful, jointly perform the work required under the anticipated government contract.

Objectives

This collaboration aims to achieve the following key objectives:

- To jointly bid on and secure the specified government contract.
- To clearly define the roles, responsibilities, and contributions of each party in the pursuit and potential performance of the contract.
- To establish a framework for a long-term, mutually beneficial partnership for future business opportunities.
- To ensure compliance with all relevant laws, regulations, and ethical standards.

Scope of Work

This Teaming Agreement defines the scope of collaboration between DocuPal Demo, LLC ("DocuPal") and Acme, Inc ("ACME-1") for the specific purpose of jointly pursuing a government contract bid. This collaboration includes the activities and responsibilities outlined below. It is understood that this agreement applies solely to the identified government contract and excludes any other opportunities unless both parties agree in writing to expand the scope.



Responsibilities

DocuPal will serve as the technical lead and solution architect. This includes defining the technical approach, designing the solution, and overseeing the technical aspects of the proposal.

ACME-1 will manage business development, marketing, and proposal management. This includes identifying the target contract, leading the proposal writing effort, and managing marketing and outreach efforts related to the bid.

Key Deliverables and Milestones

The primary deliverables under this agreement are:

- A jointly developed and submitted proposal in response to the government contract solicitation.
- A prototype demonstration, if required by the government, to showcase the proposed solution.

Key milestones include:

- Meeting the proposal submission deadline as defined by the government's solicitation.
- Achieving the contract award date, if the proposal is successful.

Exclusions

This agreement is strictly limited to the specific government contract identified by ACME-1. Any other potential business opportunities are excluded from this agreement unless both DocuPal and ACME-1 explicitly agree in writing to include them. This exclusion applies to all other projects, solicitations, or business ventures not directly related to the identified government contract.

Roles and Responsibilities

This section defines the roles, duties, and obligations of each party to ensure clear accountability and effective collaboration.



DocuPal Demo, LLC Responsibilities

DocuPal Demo, LLC will focus on the technical aspects of the proposal. This includes ensuring the technical accuracy of the proposed solution. DocuPal Demo, LLC will also confirm the solution's feasibility. John Smith will serve as the primary point of contact for DocuPal Demo, LLC.

Acme Inc. Responsibilities

Acme Inc. will manage the administrative and compliance aspects of the proposal. This includes ensuring the proposal meets all requirements. Jane Doe will serve as the primary point of contact for Acme Inc.

Cooperation and Communication

Both parties will maintain open communication throughout the project. Weekly meetings will be held to discuss progress and address any issues. A shared project management software platform will be used for collaboration. Designated communication channels will be used for efficient information sharing.

Confidentiality and Non-Disclosure

DocuPal Demo, LLC and ACME-1 acknowledge that during the term of this Teaming Agreement, each party may have access to confidential information belonging to the other party. This information may include, but is not limited to, pricing details, customer lists, technical specifications, and other non-public business information.

Obligations

Both DocuPal Demo, LLC and ACME-1 agree to protect the other party's confidential information with the same degree of care that they use to protect their own confidential information. Neither party will disclose the other's confidential information to any third party without prior written consent. Confidential information will only be used for the purposes of this Teaming Agreement.



Post-Termination

The obligations of confidentiality and non-disclosure will continue for a period of five (5) years following the termination of this Teaming Agreement. This means that even after the agreement ends, both DocuPal Demo, LLC and ACME-1 must continue to protect each other's confidential information.

Intellectual Property Rights

Pre-Existing Intellectual Property

Docupal Demo, LLC (Docupal) and Acme, Inc (ACME-1) agree that each party retains all right, title, and interest in and to its pre-existing intellectual property. This includes, but is not limited to, all patents, copyrights, trademarks, trade secrets, and know-how owned or licensed by each party prior to the effective date of this Teaming Agreement.

Jointly Developed Intellectual Property

Any intellectual property jointly developed by Docupal and ACME-1 during the term of this Teaming Agreement will be jointly owned by both parties. The specifics of this joint ownership, including rights and responsibilities, will be defined in a separate Intellectual Property Agreement. This separate agreement will address aspects such as the allocation of ownership percentages, the right to use, license, and commercialize the jointly developed intellectual property, and the handling of associated costs and revenues.

Usage Restrictions

The usage of any intellectual property, whether pre-existing or jointly developed, may be subject to certain restrictions. These restrictions, including any limitations on the scope, territory, or duration of use, will be detailed in the separate Intellectual Property Agreement referenced above. Both Docupal and ACME-1 acknowledge that a future, more comprehensive agreement is required to fully address the nuances of intellectual property usage related to this collaboration. The details of licensing any IP will also be covered in a separate IP agreement.



Risk Allocation and Liability

DocuPal Demo, LLC and ACME-1 acknowledge that certain risks are inherent in pursuing the government contract bid. Each party is responsible for its own actions and omissions related to this Teaming Agreement.

Indemnification

Each party agrees to indemnify and hold harmless the other party, 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 resulting from the indemnifying party's breach of this Agreement, negligence, or willful misconduct.

Risk Management

To manage potential risks, DocuPal Demo, LLC and ACME-1 will conduct regular risk assessment meetings. These meetings will serve to identify potential risks, develop contingency plans, and monitor the effectiveness of risk mitigation strategies. Both parties will openly communicate and share information regarding potential risks as they become known.

Performance Metrics and Evaluation

DocuPal Demo, LLC and ACME-1 will monitor the success of this Teaming Agreement. We will track proposal success rate, client satisfaction, and revenue generated. These metrics will show how well the collaboration is working.

Key Performance Indicators (KPIs)

- **Proposal Success Rate:** Percentage of submitted proposals that result in contract awards.
- **Client Satisfaction:** Measured through surveys and feedback sessions with ACME-1.
- **Revenue Generated:** Total revenue earned from contracts secured through this teaming arrangement.



Review Process

We will review performance quarterly. This review will allow us to identify areas for improvement and ensure we are meeting our goals.

Corrective Actions

If performance standards are not met, a performance improvement plan will be implemented. Continued failure to meet standards may result in the termination of this agreement.

Dispute Resolution

Docupal Demo, LLC and ACME-1 will first try to resolve any disputes through good-faith negotiations. Both parties will designate representatives to discuss and attempt to settle the issue amicably. If negotiation fails, the parties agree to participate in mediation.

Mediation

If the parties cannot resolve the dispute through negotiation, they will submit the dispute to mediation. The parties will mutually select a mediator. Both parties will share the costs of mediation equally.

Arbitration

If mediation is unsuccessful, any unresolved disputes arising out of or relating to this Teaming Agreement shall be settled by binding arbitration. The arbitration shall 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 and Venue

The laws of the State of Delaware will govern the interpretation and enforcement of this Teaming Agreement. The venue for any arbitration or legal proceedings will be in the State of Delaware.



Term and Termination

This Teaming Agreement will become effective upon the date of its signing. The agreement will continue until either ACME-1 is awarded the government contract, or ACME-1 receives official notification that the contract bid has been rejected.

Termination

This Teaming Agreement may be terminated under the following conditions:

- **Mutual Agreement:** Both Docupal Demo, LLC and ACME-1 may agree in writing to terminate this agreement.
- **Material Breach:** Either party may terminate this agreement if the other party commits a material breach of its obligations, and fails to cure such breach within thirty (30) days of written notice.
- **Failure to Secure Contract:** This agreement will automatically terminate if ACME-1 is not awarded the government contract.

Survival

The confidentiality obligations outlined in this agreement, as well as the provisions regarding intellectual property ownership, will survive the termination of this Teaming Agreement.

General Provisions

This section details the standard terms that govern the Teaming Agreement between DocuPal Demo, LLC ("DocuPal") and Acme, Inc ("ACME-1").

Amendments

This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both DocuPal 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 obligations under this Agreement without the prior written consent of the other party. Any attempted assignment without such consent shall be void.

Notices

All notices relating to this Agreement shall be in writing and shall be delivered by certified mail, return receipt requested, to the addresses listed in the introductory section of this Agreement, or to such other address as either party may designate by written notice to the other.

Governing Law

This 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.

Signatures and Execution

This Teaming Agreement will become effective once signed by both parties.

Execution

Each party has duly authorized the execution of this Teaming Agreement as of the date written below.

DocuPal Demo, LLC

By: _____

Name: [Name]

Title: _____

Date: _____

Acme, Inc

By: _____



Name: [Name]

Title: _____

Date: _____

Instructions: Please print and sign this Teaming Agreement. Return a fully executed copy to DocuPal Demo, LLC at 23 Main St, Anytown, CA 90210.

