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# Introduction and Purpose

This License to Occupy Agreement ("Agreement") is made and effective as of August 9, 2025, by and between Docupal Demo, LLC, a company organized in the United States, with its principal address at 23 Main St, Anytown, CA 90210 ("Licensor"), and Acme, Inc, also known as ACME-1, a business entity organized in the United States, with its address at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA ("Licensee").

## Purpose of Agreement

The primary purpose of this Agreement is to grant the Licensee a temporary, non-exclusive right to occupy and use a designated office space at the Licensor's property. The Licensor owns and manages the property located at 123 Main Street, Anytown, USA, and desires to grant the Licensee a license to occupy office suite 100 (the "Premises") within the property, subject to the terms and conditions outlined in this Agreement. This Agreement defines the rights, responsibilities, and obligations of both parties during the term of the license.

## Grant of License and Occupancy Rights

Docupal Demo, LLC ("Licensor") grants to ACME-1 ("Licensee") a non-exclusive license to occupy and use the designated office space at 23 Main St, Anytown, CA 90210. This license allows ACME-1 to utilize the space solely for general office purposes.

## Scope of Occupancy

The scope of this license is strictly limited to the specified office area within the Licensor's property. ACME-1 acknowledges that this is a non-exclusive license. Therefore, the Licensor may grant similar rights to other licensees.



## Access Rights and Limitations

ACME-1's access to the office space is permitted during normal business hours, which are defined as 8:00 AM to 6:00 PM, Monday through Friday. Access outside of these hours may be granted at the Licensor's discretion but is not guaranteed.

ACME-1 is prohibited from using the space for any unlawful or hazardous activities. The Licensee shall comply with all applicable laws, regulations, and company policies related to health, safety, and environmental protection. The Licensee is responsible for ensuring that its activities within the licensed space do not disrupt other occupants or the overall operation of the property.

## Term and Duration of License

### Term and Duration

#### Initial Term

This License to Occupy begins on January 1, 2024. It will continue for a period of twelve (12) months.

#### Renewal Option

ACME-1 has the option to renew this License for one (1) additional term of twelve (12) months. To exercise this option, ACME-1 must provide Docupal Demo, LLC with written notice. This notice must be given at least sixty (60) days before the end of the initial term.

#### Early Termination

The term of this License may end before the stated expiration date under the following conditions:

- ACME-1 breaches any term of this Agreement.
- ACME-1 fails to pay the license fees as required.
- ACME-1 becomes insolvent.



# Fees, Payment and Financial Obligations

ACME-1 will pay Docupal Demo, LLC a monthly license fee of \$5,000. This fee is due on the first day of each month, without demand or offset. Payments must be made in United States Dollars (USD).

## Late Payment

If ACME-1 fails to make a payment on time, a late payment fee will apply. The late payment fee is equal to 5% of the overdue amount. This late fee is intended to compensate Docupal Demo, LLC for the administrative costs and inconvenience resulting from the delayed payment.

## Fee Adjustments

Docupal Demo, LLC may review the monthly license fee annually. Any adjustments will be based on prevailing market rates for comparable office spaces. However, the annual increase will not exceed 3% of the then-current monthly fee. Docupal Demo, LLC will provide ACME-1 with written notice of any fee adjustments at least 30 days before the effective date of the change.

## Payment Schedule

# Obligations and Responsibilities of the Licensee

ACME-1 assumes specific obligations during the term of this License to Occupy Agreement. These obligations ensure the smooth operation of the licensed space and maintain a positive environment for all parties.

## Maintenance and Repair

ACME-1 is responsible for maintaining the cleanliness of the occupied space. This includes regular cleaning to ensure a sanitary and presentable environment. Docupal Demo, LLC will handle all structural repairs and maintenance to the property.



## Alterations and Improvements

ACME-1 shall not make any alterations or improvements to the licensed space without first obtaining written consent from Docupal Demo, LLC. Any modifications without prior approval will be considered a breach of this agreement.

## Compliance with Laws

ACME-1 must comply with all applicable local, state, and federal laws and regulations while occupying and using the licensed space. This includes adherence to safety standards, business regulations, and any other relevant legal requirements.

# Rights and Obligations of the Licensors

Docupal Demo, LLC, as the Licensors, retains specific rights and obligations to ensure the smooth operation and maintenance of the licensed premises.

## Rights Retained by Licensors

Docupal Demo, LLC retains all rights of ownership and control over the property, subject to the Licensee's right of occupancy as defined in this Agreement. The Licensors has the right to access the premises at reasonable times with prior notice to the Licensee, except in emergencies.

## Obligations of the Licensors

The Licensors agrees to provide the following:

- **Quiet Enjoyment:** Docupal Demo, LLC warrants that the Licensee shall have quiet enjoyment of the premises without unreasonable disturbance or interference, provided the Licensee complies with the terms of this Agreement.
- **Access to Utilities and Common Areas:** The Licensors will ensure that the Licensee has access to necessary utilities, including but not limited to water, electricity, and HVAC, as well as access to common areas such as hallways, restrooms, and parking facilities, as applicable.
- **Maintenance and Repairs:** Docupal Demo, LLC is responsible for maintaining the structural integrity of the building and common areas, including necessary repairs to the roof, foundation, and exterior walls.





- **Non-Interference:** The Licensor shall not unreasonably interfere with the Licensee's lawful occupation and use of the licensed space.
- **Compliance:** The Licensor is responsible for ensuring that the property complies with all applicable laws, regulations, and ordinances.

# Termination and Surrender

## Termination

This License to Occupy will terminate under the following conditions:

- **Non-Payment:** If ACME-1 fails to make payments as required, Docupal Demo, LLC can terminate this License.
- **Breach of Terms:** If either party violates any terms outlined in this License to Occupy agreement.
- **Abandonment:** If ACME-1 abandons the premises.

Docupal Demo, LLC can terminate this License with thirty (30) days written notice to ACME-1 should ACME-1 breach this agreement. Either party may terminate this License with sixty (60) days written notice, if the party chooses not to renew the license.

## Surrender

Upon termination or expiration of this License to Occupy, ACME-1 must return the premises to Docupal Demo, LLC in good condition. This excludes ordinary wear and tear. ACME-1 is responsible for removing all personal property from the premises. Any property left behind after the termination date will be considered abandoned and may be disposed of by Docupal Demo, LLC without any liability.

# Insurance and Liability

## Insurance Requirements

ACME-1 (Licensee) must maintain general liability insurance with a minimum coverage of \$1,000,000. This insurance should cover any claims arising from ACME-1's use of the office space. Docupal Demo, LLC (Licensor) will maintain its own



insurance coverage appropriate for the building and its operations.

## Liability

ACME-1 is responsible for any damage or injury caused by its employees, guests, or agents while on the premises. Docupal Demo, LLC is responsible for structural damage to the building. Each party is liable for its own negligence.

## Indemnification

ACME-1 will indemnify and hold harmless Docupal Demo, LLC from any and all claims, losses, damages, liabilities, costs, and expenses arising out of or relating to ACME-1's use of the premises. This includes, but is not limited to, claims related to personal injury, property damage, or breach of this Agreement.

## Dispute Resolution

Docupal Demo, LLC and ACME-1 agree to resolve any disputes related to this License to Occupy Agreement through the following methods.

### Mediation

Before starting any litigation, both parties must first attempt to resolve the dispute through mediation. The parties will jointly select a mutually acceptable mediator. The mediation will take place in Anytown, California, unless both parties agree to a different location. Both parties will share the costs of the mediator equally.

### Governing Law and Jurisdiction

This License to Occupy Agreement is governed by the laws of the State of Anystate. Any legal action regarding this agreement will take place in the courts of Anystate.





# General Provisions

## Amendments

This License to Occupy Agreement may be changed. Any amendment requires a written agreement. Both Licensors and Licensee must sign it.

## Notices

All notices relating to this Agreement must be in writing. Send notices by certified mail. Use the addresses listed in this Agreement.

## Assignment

Licensee cannot assign its rights under this Agreement. Licensee also cannot transfer its rights. This restriction applies unless Licensors give prior written consent.

## Governing Law

The laws of the State of California govern this License to Occupy Agreement. This includes its interpretation and enforcement. Any legal actions related to this agreement will take place in California.

# Schedules and Annexures

This section lists all schedules and annexures attached to this License to Occupy Agreement. These documents form an integral part of this agreement and are incorporated by reference.

## Schedule A: Site Plan

Schedule A includes the site plan of the office suite that ACME-1 will occupy at Docupal Demo, LLC. It illustrates the layout, dimensions, and boundaries of the designated area. The site plan defines the precise location of the licensed premises within the property.

