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Introduction

Purpose of This Agreement

This Maintenance Agreement, effective as of August 9, 2025, outlines the terms and conditions between DocuPal Demo, LLC, located at 23 Main St, Anytown, CA 90210, and Acme, Inc ("ACME-1"), located at 3751 Illinois Avenue, Wilsonville, Oregon, 97070, USA.

Scope

This agreement establishes the framework for DocuPal Demo, LLC to provide comprehensive maintenance services for all HVAC units situated at ACME-1's headquarters. The primary objective is to ensure the proper functioning and upkeep of specified equipment and systems through scheduled maintenance, repairs, and related services. This agreement defines the responsibilities of both parties to ensure a productive and professional working relationship.

Scope of Services

DocuPal Demo, LLC will provide ACME-1 with comprehensive maintenance services for the HVAC units located at ACME-1's headquarters at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA.

Included Maintenance Activities

Our services include, but are not limited to:

- **Regular Inspections:** Scheduled inspections of all HVAC units to identify potential issues.
- **Filter Replacements:** Replacement of air filters on a [Specify Frequency, e.g., monthly] basis.
- **Belt Adjustments:** Adjustment and replacement of belts as needed to ensure optimal performance.
- **Coil Cleaning:** Cleaning of coils to maintain efficient heat transfer.
- **Lubrication:** Lubrication of moving parts to reduce friction and wear.



Emergency Services

Emergency services are available to address unexpected HVAC system failures. ACME-1 can expect a response time of within 4 hours for emergency calls. DocuPal Demo, LLC will aim to resolve emergency issues within 24 hours whenever possible. Additional charges may apply for emergency services, as detailed in Schedule A.

Excluded Services

The following services are not included in this agreement:

- **System Replacements:** Replacement of entire HVAC units.
- **Major Repairs Due to Negligence:** Repairs required as a result of misuse or negligence by ACME-1 personnel.
- **Modifications or Upgrades:** Any modifications or upgrades to the existing HVAC systems.
- **Services due to external causes:** Damages caused by fire, flood, or other external causes.

Terms and Conditions

This section outlines the terms and conditions governing the Maintenance Agreement between DocuPal Demo, LLC ("DocuPal") and Acme, Inc ("ACME-1").

Agreement Duration and Renewal

This Agreement will commence on the effective date and continue for a period of one (1) year. Following the initial term, this Agreement will automatically renew for successive one-year periods. Either party may prevent automatic renewal by providing written notice of termination at least thirty (30) days prior to the end of the current term.

Termination

This Agreement may be terminated under the following conditions:

- **Material Breach:** Either party may terminate this Agreement if the other party materially breaches its obligations and fails to cure such breach within thirty (30) days of written notice.



- **Non-Payment:** DocuPal may terminate this Agreement if ACME-1 fails to make payments as outlined in the Payment Terms section, subject to a fifteen (15) day cure period after written notice.
- **Mutual Agreement:** This Agreement may be terminated by mutual written agreement of both DocuPal and ACME-1.

Modifications

Any modifications to this Agreement must be made in writing and signed by authorized representatives of both DocuPal and ACME-1 to be effective. No verbal agreements or informal communications will alter the terms of this Agreement.

Fees and Payment

DocuPal Demo, LLC will invoice ACME-1 quarterly for the maintenance services provided under this Agreement. ACME-1 will make payments within thirty (30) days of receiving each invoice.

Payment Terms

Payments can be made via check, electronic funds transfer (EFT), or other methods mutually agreed upon in writing. All payments must be in United States Dollars (USD). Our banking information for EFT payments is available upon request.

Additional Services

Any services requested by ACME-1 that fall outside the scope of routine maintenance, as defined in Schedule A, will be considered additional services. These services will be billed at DocuPal Demo, LLC's standard hourly rate, also detailed in Schedule A. No additional services will be performed without prior written approval from ACME-1. Estimates for additional services will be provided upon request.

Late Payment

A late payment fee of one and one-half percent (1.5%) per month will be applied to any overdue balance not paid within thirty (30) days of the invoice date. This late payment fee will accrue from the original due date until the outstanding balance is



paid in full. DocuPal Demo, LLC reserves the right to suspend services if payments are not received in a timely manner, following written notification to ACME-1.

Responsibilities of the Parties

This section outlines the duties and obligations of each party to ensure the successful execution of this Maintenance Agreement.

DocuPal Demo, LLC Responsibilities

DocuPal Demo, LLC will provide qualified and experienced technicians to perform the maintenance services. Scheduled maintenance will be performed as outlined in *Exhibit A: Scope of Work*. DocuPal Demo, LLC will respond to service requests from ACME-1 in a timely manner, as defined in *Exhibit B: Service Level Agreement*.

Acme, Inc Responsibilities

ACME-1 will provide DocuPal Demo, LLC technicians with safe access to the HVAC equipment. ACME-1 will designate a contact person to coordinate maintenance activities and approve work orders. ACME-1 will provide timely information regarding any known or suspected issues with the HVAC equipment. ACME-1 is responsible for maintaining a safe working environment for DocuPal Demo, LLC personnel while on-site.

Performance Standards and Reporting

DocuPal Demo, LLC will ensure that ACME-1's covered HVAC units maintain an uptime of 99%. This uptime is a key performance indicator. It reflects the reliability of the maintenance services.

Performance Measurement

Uptime will be tracked using system logs. ACME-1 will also provide reports about system performance. These data sources will offer a complete view of HVAC unit operation.



Reporting

DocuPal Demo, LLC will deliver quarterly performance reports to ACME-1. These reports will detail the uptime achieved. They will also highlight any maintenance issues encountered.

Remedies for Non-Compliance

If DocuPal Demo, LLC fails to meet the 99% uptime standard, ACME-1 will receive a pro-rated refund. The refund will apply to the quarterly maintenance fee. This ensures accountability for performance.

Expected vs Actual Response Times

Liability and Warranty

Service Warranty

DocuPal Demo, LLC warrants that all maintenance services will be performed in a professional and workmanlike manner. This ensures that ACME-1 receives reliable and high-quality service.

Limitation of Liability

DocuPal Demo, LLC's liability for any claims arising under this agreement is limited to the total amount paid by ACME-1 under this agreement. This limitation applies regardless of the cause or nature of the claim. It includes, but is not limited to, breach of contract, negligence, or any other legal theory.

Indemnification

ACME-1 agrees to indemnify and hold harmless DocuPal Demo, LLC, its officers, employees, and agents from and against any and all claims, losses, damages, liabilities, costs, and expenses (including reasonable attorney's fees) arising out of or relating to ACME-1's negligence or willful misconduct in connection with this agreement. This indemnification obligation survives the termination of this agreement.



Compliance and Legal Requirements

DocuPal Demo, LLC will comply with all applicable local, state, and federal regulations related to HVAC maintenance and safety. This includes maintaining all required certifications and licenses necessary to perform the services outlined in this Agreement. DocuPal Demo, LLC will adhere to industry best practices to ensure compliance.

Audits and Inspections

ACME-1 has the right to conduct an annual audit of DocuPal Demo, LLC's maintenance records to verify compliance with this Agreement and all applicable regulations. DocuPal Demo, LLC will provide ACME-1 with reasonable access to these records for inspection.

Regulatory Changes

DocuPal Demo, LLC is responsible for staying informed of any changes in regulations that may affect the services provided under this Agreement. DocuPal Demo, LLC will promptly notify ACME-1 of any such changes and will take necessary steps to ensure continued compliance.

Dispute Resolution

Docupal Demo, LLC and ACME-1 will work to resolve any disputes arising from this Maintenance Agreement amicably.

Informal Resolution

Both parties will first attempt to resolve any disagreement through good-faith negotiation. This involves direct communication between designated representatives to understand and address the concerns.



Mediation

If informal negotiation fails, both Docupal Demo, LLC and ACME-1 agree to participate in mediation before pursuing other legal options. The parties will jointly select a mutually acceptable mediator. The costs of mediation will be shared equally.

Litigation

If mediation does not resolve the dispute, either Docupal Demo, LLC or ACME-1 may pursue legal action. This Maintenance 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 Acknowledgements

This Maintenance Agreement is made and entered into as of August 9, 2025, by and between DocuPal Demo, LLC, and Acme, Inc.

Agreement

By signing below, DocuPal Demo, LLC and Acme, Inc. acknowledge that they have read, understood, and agree to all the terms and conditions of this Maintenance Agreement.

DocuPal Demo, LLC

Signature:	
Name:	
Title:	
Date:	August 9, 2025

Address: 23 Main St, Anytown, CA 90210, United States

Acme, Inc.



Signature:	
Name:	
Title:	
Date:	August 9, 2025

Address: 3751 Illinois Avenue, Wilsonville, Oregon, 97070, USA

