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Introduction

This Security Services Agreement ("Agreement") is made as of January 1, 2024, 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 ("Provider"), and Acme, Inc, a business organized under the laws of the United States, with its principal place of business at 3751 Illinois Avenue, Wilsonville, Oregon - 97070 ("Client").

Purpose

This Agreement outlines the terms and conditions under which Provider will provide security services to Client. The purpose of these services is to protect Client's premises and assets. The scope of services includes physical security, access control, and surveillance, as further detailed in subsequent sections of this Agreement.

Definitions

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

General Terms

Confidential Information means any non-public 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.

Service Levels refers to the performance standards and metrics that DocuPal Demo, LLC will meet in providing the Security Services, as further detailed in Exhibit A.



Security Specific Terms

Access Control means the systems and procedures used to manage and regulate entry and exit to and from the Client's premises, including but not limited to, keycard systems, biometric scanners, and security personnel.

Security Services means the services to be provided by DocuPal Demo, LLC to ACME-1, as described in Exhibit A, including but not limited to, providing security personnel, surveillance, and access control.

Surveillance means the monitoring of the Client's premises using closed-circuit television (CCTV) systems, alarm systems, and other technologies for the purpose of detecting and preventing unauthorized activities, ensuring safety, and protecting property.

Scope of Services

DocuPal Demo, LLC will provide ACME-1 with comprehensive security services as detailed below. These services are designed to protect ACME-1's premises, personnel, and assets from security threats.

Security Personnel

DocuPal Demo, LLC will maintain 24/7 on-site security personnel at ACME-1's location at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA. These personnel will conduct regular patrols of the premises. They will also monitor access points, respond to security incidents, and provide assistance to employees and visitors.

CCTV Surveillance

DocuPal Demo, LLC will install and maintain a CCTV surveillance system to monitor key areas of ACME-1's property. This system will operate 24/7, recording footage that can be used for incident investigation and prevention. DocuPal Demo, LLC will ensure the proper functioning and maintenance of all cameras and recording equipment.



Access Control Management

DocuPal Demo, LLC will manage ACME-1's access control system. This includes issuing and managing employee access cards, controlling visitor access, and maintaining access logs. DocuPal Demo, LLC will promptly update the access control system to reflect changes in employee status or security protocols.

Alarm System Monitoring and Response

DocuPal Demo, LLC will monitor ACME-1's alarm system around the clock. Upon receiving an alarm notification, DocuPal Demo, LLC will promptly investigate the cause of the alarm and take appropriate action. This includes dispatching security personnel to the site, contacting law enforcement if necessary, and notifying ACME-1's designated contacts.

Exclusions

DocuPal Demo, LLC is not responsible for security breaches or damages resulting from acts of God, natural disasters, or events of war or terrorism.

Performance Metrics

DocuPal Demo, LLC's performance will be measured based on the following metrics:

- **Response times to incidents:** DocuPal Demo, LLC will maintain a record of response times to security incidents and strive to minimize these times.
- **Number of security breaches:** DocuPal Demo, LLC will track the number of security breaches occurring at ACME-1's premises and implement measures to prevent future breaches.
- **System uptime:** DocuPal Demo, LLC will ensure that the CCTV surveillance, access control, and alarm systems are operational at all times, with minimal downtime for maintenance or repairs. DocuPal Demo, LLC will provide ACME-1 with regular reports on system uptime.



Term and Termination

Initial Term and Renewal

This Agreement will begin on August 9, 2025 and continue for an initial term of one year. After the initial term, this Agreement will automatically renew for additional one-year terms.

Termination

Either party may terminate this Agreement under the following circumstances:

- **Material Breach:** If either party materially breaches this Agreement, the non-breaching party may terminate the Agreement.
- **Insolvency:** Either party may terminate this Agreement if the other party becomes insolvent or enters into bankruptcy.
- **Notice:** Either party may terminate this Agreement by providing the other party with 60 days written notice.

Notice Requirements

All notices of termination must be in writing. Notices should be sent by certified mail or email to the addresses listed in this Agreement.

Payment Terms

Fees and Payment Schedule

ACME-1 will pay DocuPal Demo, LLC a monthly fee of \$5,000 USD for the security services provided under this Agreement. DocuPal Demo, LLC will invoice ACME-1 monthly.

ACME-1 will make all payments within thirty (30) days of the invoice date. Payments must be made via ACH transfer to the account designated on the invoice.



Late Payments

Any invoice amounts not paid within thirty (30) days of the invoice date will accrue interest. The interest rate will be one and one-half percent (1.5%) per month on the overdue balance. This interest will be calculated from the original due date until payment is made in full. ACME-1 is responsible for all costs associated with the collection of overdue amounts, including but not limited to, reasonable attorney's fees.

Confidentiality

Definition of Confidential Information

Confidential information includes any non-public data related to either party's business operations. This also covers financial information and customer data.

Obligations

DocuPal Demo, LLC and ACME-1 agree to protect each other's confidential information. Both parties will use reasonable care to prevent unauthorized disclosure. This includes restricting access to confidential information. Access should be limited to employees or agents with a need to know. Each party shall ensure that those individuals are bound by confidentiality obligations. Neither party will use confidential information for any purpose outside the scope of this Agreement. Specifically, DocuPal Demo, LLC must ensure that its security personnel comply with these confidentiality terms. ACME-1 will provide necessary information to DocuPal Demo, LLC. DocuPal Demo, LLC will only utilize it to deliver security services under this Agreement. Upon termination of this Agreement, both parties will return or destroy all confidential information. A written certification of destruction can be provided if requested.

Term

The obligations of confidentiality outlined in this section will continue for five years after the termination of this Agreement.



Liability and Indemnification

Limitation of Liability

Neither DocuPal Demo, LLC, nor ACME-1 will be liable to the other for any consequential, indirect, or incidental damages arising out of or related to this Security Services Agreement. This limitation applies regardless of the cause of action or the theory of liability, including breach of contract, tort, or otherwise.

The total cumulative liability of either party for any and all claims, losses, damages, or expenses arising out of or relating to this Agreement will not exceed the total amount paid by ACME-1 to DocuPal Demo, LLC under this Agreement in the twelve (12) months preceding the date on which the claim arose.

Indemnification

Each party (the "Indemnifying Party") agrees to indemnify, defend, and hold harmless the other party (the "Indemnified Party"), its affiliates, and their respective officers, directors, employees, and agents from and against any and all claims, demands, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or resulting from the Indemnifying Party's negligence or willful misconduct in connection with this Agreement.

DocuPal Demo, LLC will indemnify ACME-1 against third-party claims arising from the negligent performance of security services under this Agreement, or from the willful misconduct of DocuPal Demo, LLC or its employees or subcontractors. ACME-1 will indemnify DocuPal Demo, LLC against third-party claims arising from ACME-1's own negligence or willful misconduct, or from inaccurate information provided by ACME-1 to DocuPal Demo, LLC.

Indemnification Procedures

The Indemnified Party will promptly notify the Indemnifying Party in writing of any claim subject to indemnification. The Indemnifying Party will have the right to control the defense and settlement of any such claim, provided that the Indemnifying Party will not enter into any settlement that admits liability on behalf of the Indemnified Party without the Indemnified Party's prior written consent, which will not be unreasonably withheld. The Indemnified Party will reasonably cooperate with the Indemnifying Party in the defense of any such claim at the



Indemnifying Party's expense. If the Indemnifying Party fails to assume the defense of a claim, the Indemnified Party may defend against such claim in a commercially reasonable manner, and the Indemnifying Party will be responsible for all resulting costs and expenses, including reasonable attorneys' fees.

Performance Standards and Reporting

Performance Standards

DocuPal Demo, LLC will deliver security services that meet industry standards and comply with all applicable laws and regulations. Performance will be tracked using incident logs, system logs, and on-site observations. ACME-1 can expect consistent, high-quality service delivery throughout the term of this Agreement.

Reporting

DocuPal Demo, LLC will provide ACME-1 with regular reports to ensure transparency and accountability.

Monthly Incident Reports

DocuPal Demo, LLC will deliver monthly incident reports detailing all security incidents that occurred during the reporting period. These reports will include a description of each incident, the date and time it occurred, the location, the response taken, and any follow-up actions.

Quarterly Performance Reviews

DocuPal Demo, LLC will conduct quarterly performance reviews with ACME-1. These reviews will assess DocuPal Demo, LLC's performance against agreed-upon metrics and service levels. The reviews will also include a discussion of any challenges encountered and planned improvements. A line chart displaying key service performance metrics over the contract term will also be provided.



Equipment and Personnel

DocuPal Demo, LLC will provide all necessary equipment for its security personnel. This includes uniforms, communication devices, and any other gear essential for performing the security services.

ACME-1 is responsible for providing and maintaining the premises where security services are performed. This includes utilities such as electricity and lighting. ACME-1 will ensure the site is suitable for security personnel to effectively perform their duties.

Personnel Qualifications and Training

DocuPal Demo, LLC will ensure that all security personnel assigned to ACME-1 meet specific qualification standards. Each security team member will have a minimum of two years of relevant experience in the security field. Personnel will also hold all necessary and relevant certifications required for their roles.

DocuPal Demo, LLC is responsible for the training of its security personnel. This includes initial training and ongoing professional development. Training programs will cover security protocols, emergency response procedures, and customer service skills. DocuPal Demo, LLC will maintain records of all training completed by its personnel.

Compliance with Laws

Docupal Demo, LLC will perform all obligations under this Agreement in compliance with all applicable federal, state, and local laws, rules, regulations, and ordinances. This includes those governing the provision of security services and the protection of data privacy.

Licensing and Permits

Docupal Demo, LLC is responsible for obtaining and maintaining all necessary licenses, permits, and certifications required to perform the services outlined in this Agreement. ACME-1 reserves the right to request and review documentation verifying such compliance. Failure to maintain required licenses and permits will constitute a breach of this Agreement.



Compliance Monitoring

To ensure ongoing compliance, Docupal Demo, LLC will conduct regular internal audits and compliance checks. ACME-1 has the right to request reasonable evidence of these audits and their findings. Docupal Demo, LLC will promptly address any identified compliance issues.

Force Majeure

Neither Docupal Demo, LLC nor ACME-1 will be liable for any failure or delay in performance. This applies if such failure or delay is due to a Force Majeure Event.

Definition

A Force Majeure Event means any event beyond a party's reasonable control. This includes:

- Natural disasters (fires, floods, earthquakes, storms)
- War
- Terrorism
- Labor strikes

Impact on Obligations

A party will be excused from performing its obligations. This excuse is only to the extent that the Force Majeure Event prevents or delays performance.

Notice Requirement

The affected party must give the other prompt notice of the Force Majeure Event. This notice must be within ten (10) days of the event's occurrence.

Dispute Resolution

The parties will try to resolve any dispute relating to this Agreement through good faith negotiations. Either party can initiate negotiations by providing written notice to the other party, outlining the details of the dispute. Senior management from



each organization will then meet and confer to attempt resolution.

Mediation

If negotiation fails to resolve the dispute within thirty (30) days of the initial notice, the parties agree to submit the dispute to mediation. The mediation will be conducted by a mutually agreed-upon mediator in [County], [State]. The parties will share the costs of the mediator equally. Each party will be responsible for their own legal fees and expenses associated with the mediation.

Arbitration

If mediation does not resolve the dispute within sixty (60) days of the initial mediation session, either party may initiate binding arbitration. The arbitration will be conducted in accordance with the rules of the American Arbitration Association. The arbitration will take place in [County], [State]. The arbitrator's decision will be final and binding on both parties. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. Each party will bear its own costs and expenses of arbitration, and will share equally the fees and expenses of the arbitrator.

Insurance

DocuPal Demo, LLC will maintain the following insurance coverage during the term of this Security Services Agreement:

- Commercial General Liability
- Workers' Compensation
- Professional Liability

Coverage Details

DocuPal Demo, LLC shall maintain Commercial General Liability insurance with a minimum coverage of \$1,000,000 per occurrence for bodily injury and property damage. Workers' Compensation insurance will be maintained at statutory limits as required by applicable law. Professional Liability insurance will have minimum coverage of \$1,000,000 per claim to cover errors and omissions.



Certificates of Insurance

DocuPal Demo, LLC will provide ACME-1 with certificates of insurance evidencing the required coverage upon the execution of this Agreement. Updated certificates will be provided annually thereafter. ACME-1 will be notified within thirty (30) days of any policy cancellation or material change in coverage.

Amendments and Notices

Amendments

This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both DocuPal Demo, LLC and ACME-1. No modification or amendment will be effective unless it is in writing and duly executed by both parties.

Notices

Any notice required or permitted to be given under this Agreement must be in writing. Notices will be considered properly given when:

- Delivered by certified mail, return receipt requested, to the addresses listed below.
- Sent by email to the email addresses listed below.

To DocuPal Demo, LLC:

- Address: 23 Main St, Anytown, CA 90210
- Email: [Email]

To ACME-1:

- Address: 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA
- Email: [Email]

Either party may change its address for notification purposes by giving notice as described above.



Miscellaneous Provisions

Assignment

Neither party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party. Any attempted assignment without such consent shall be void.

Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. The parties will negotiate in good faith to replace the invalid or unenforceable provision with a valid and enforceable provision that achieves the same economic effect.

Waiver

No waiver of any provision of this Agreement shall be effective unless made in writing and signed by the waiving party. The failure of either party to enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.

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.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws principles.



Notices

All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered in person, upon the first business day following deposit with a nationally recognized overnight courier, or upon the third business day following deposit in the United States mail, postage prepaid, certified or registered, return receipt requested, to the parties at their respective addresses set forth in the preamble to this Agreement or to such other address as either party may designate in writing from time to time.

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, fire, earthquake, strike, lockout, or other event beyond the reasonable control of such party. The affected party shall notify the other party promptly of such event and shall use its reasonable efforts to mitigate the impact of such event.

Amendments

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

Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Signatures

This Security Services Agreement becomes effective as of the last date signed below.

Agreement

By signing below, the parties agree to all terms and conditions of this Security Services Agreement.

DocuPal Demo, LLC



Signature:	
Name:	
Title:	
Date:	2025-08-09

Acme, Inc

Signature:	
Name:	
Title:	
Date:	2025-08-09

Please have authorized representatives of both DocuPal Demo, LLC and Acme, Inc. sign and date this agreement to indicate their acceptance of the terms and conditions outlined herein. These signatures validate the agreement and confirm the commitment of both parties to fulfill their respective obligations.

