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Introduction

This Software License Agreement (the "Agreement") is made as of August 9, 2025, between DocuPal Demo, LLC, a company located at 23 Main St, Anytown, CA 90210, USA ("Licensor"), and Acme, Inc, with address at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA ("Licensee").

Purpose of the Agreement

This Agreement outlines the terms and conditions under which Licensor grants Licensee a non-exclusive license to use the DocuPal Document Management Software.

Software Description

The DocuPal Document Management Software is a software designed and developed by Licensor.

Parties Involved

This Agreement is between DocuPal Demo, LLC ("Licensor") and Acme, Inc ("Licensee").

Grant of License

DocuPal Demo, LLC grants ACME-1 a non-exclusive, worldwide license to use the DocuPal Document Management Software. This license is effective as of August 9, 2025.

Scope of License

ACME-1 may install and use the software solely for its internal business operations. The software can be accessed by a maximum of 100 users. Any use exceeding this limit requires a separate license agreement.



Permitted Use

ACME-1 is permitted to:

- Install the software on its servers or systems.
- Allow its employees, agents, and contractors to access and use the software, provided they are within the user limit.
- Use the software to manage and organize its documents and information.

Restrictions

ACME-1 is expressly prohibited from:

- Sublicensing, renting, or leasing the software to any third party.
- Reverse engineering, decompiling, or disassembling the software.
- Modifying or creating derivative works of the software.
- Removing or altering any copyright notices or other proprietary markings on the software.
- Using the software for any illegal or unauthorized purpose.
- Exceeding the licensed user count of 100 users without DocuPal Demo, LLC's prior written consent and payment of applicable fees.
- Distributing the software or any part of it to the public.

This license does not grant ACME-1 any ownership rights in the software. DocuPal Demo, LLC retains all rights, title, and interest in and to the software, including all intellectual property rights. ACME-1 acknowledges that the software is protected by copyright laws and international treaty provisions.

Restrictions and Usage Limitations

ACME-1's use of the Software is subject to the following restrictions and limitations. DocuPal Demo, LLC retains ownership of the Software and all associated intellectual property rights. This license grants ACME-1 a non-exclusive right to use the Software, but does not transfer any ownership rights.

Prohibited Activities

ACME-1 is expressly prohibited from engaging in the following activities:



- **Reverse Engineering:** ACME-1 may not reverse engineer, decompile, or disassemble the Software. This includes any attempt to derive the source code or underlying ideas or algorithms of the Software.
- **Derivative Works:** ACME-1 may not create derivative works based on the Software. Modification, translation, or adaptation of the Software is strictly prohibited.
- **Sublicensing or Transfer:** ACME-1 may not sublicense, rent, lease, or otherwise transfer its rights under this License Agreement to any third party without the prior written consent of DocuPal Demo, LLC.
- **Unauthorized Distribution:** ACME-1 may not distribute or make the Software available to any unauthorized users or entities. This includes any form of unauthorized copying or sharing of the Software.
- **Circumventing Technology Controls:** ACME-1 may not attempt to circumvent or disable any technological protection measures or license management mechanisms within the Software. This includes license key activation and concurrent user tracking.
- **Competing Products:** ACME-1 is prohibited from using the Software to create or enhance any product or service that competes with the Software.
- **Violation of Laws:** ACME-1 agrees to use the Software in compliance with all applicable laws and regulations. Any use of the Software for illegal or unethical purposes is strictly prohibited.

Usage Monitoring

DocuPal Demo, LLC will monitor ACME-1's usage of the Software through license key activation and concurrent user tracking. This monitoring is for ensuring compliance with the terms of this License Agreement. Data collected during monitoring will be handled according to the privacy policy of DocuPal Demo, LLC.

Intellectual Property Rights

DocuPal Demo, LLC retains all rights, title, and interest in and to the DocuPal Document Management Software. This includes all associated intellectual property rights. These rights encompass, without limitation, patents, copyrights, trade secrets, trademarks, and any other proprietary rights.



Software Ownership

ACME-1 acknowledges that it is granted only a license to use the Software under the terms of this Agreement. ACME-1 does not acquire any ownership rights in the Software. DocuPal Demo, LLC remains the sole and exclusive owner of the Software. This includes all source code, object code, documentation, and any modifications or enhancements.

Trademarks

The DocuPal Demo, LLC name, logo, and all related product and service names, design marks, and slogans are the trademarks or service marks of DocuPal Demo, LLC. ACME-1 is not authorized to use any DocuPal Demo, LLC trademarks without prior written consent. All other trademarks and service marks appearing in the Software are the property of their respective owners.

Third-Party Software

The Software does not include any third-party software requiring separate licensing terms or attribution.

Fees and Payment Terms

ACME-1 will pay Docupal Demo, LLC a license fee for the use of the Software. The annual license fee is \$10,000.

Payment Schedule

The license fee is payable annually, in advance. Docupal Demo, LLC will issue an invoice to ACME-1 at least 30 days prior to the due date. ACME-1 must remit payment within 30 days of the invoice date. Payments must be made in United States Dollars (USD).

Late Payment

If ACME-1 fails to make payment within 30 days of the invoice date, a late payment fee will apply. The late payment fee is 5% per month on the outstanding balance. This fee will be applied for each month the payment remains overdue.



Refund Policy

ACME-1 may request a full refund within 30 days of the purchase date. No refunds will be issued after this 30-day period. All refund requests must be submitted in writing to Docupal Demo, LLC.

Updates, Maintenance and Support

DocuPal Demo, LLC will provide ACME-1 with updates and maintenance for the DocuPal Document Management Software. This includes software updates and bug fixes.

Updates

For the first year of this agreement, ACME-1 will receive all software updates at no additional cost. After the first year, continued updates may require a separate agreement. DocuPal Demo, LLC will notify ACME-1 of any planned updates. The timing and implementation of updates will be coordinated to minimize disruption.

Maintenance

DocuPal Demo, LLC will maintain the software to ensure it operates according to specifications. This includes addressing any software defects or malfunctions reported by ACME-1.

Support

DocuPal Demo, LLC will provide ACME-1 with customer support via email and phone during normal business hours (9:00 AM to 5:00 PM Pacific Time, Monday through Friday). We will use commercially reasonable efforts to respond to all support requests. For critical issues, DocuPal Demo, LLC will aim to respond within 24 hours. Contact information for support will be provided upon commencement of this agreement.



Warranty and Disclaimers

Limited Warranty

DocuPal Demo, LLC warrants that the DocuPal Document Management Software will perform substantially in accordance with its accompanying documentation for a period of ninety (90) days from the date of delivery to ACME-1 (the "Warranty Period"). This warranty is valid only if the software is used in accordance with the documentation and this Agreement.

Should the software fail to conform to the warranty during the Warranty Period, DocuPal Demo, LLC's sole obligation and ACME-1's exclusive remedy will be, at DocuPal Demo, LLC's option, to either:

1. Correct the non-conformity; or
2. Replace the defective software.

Any replacement software will be warranted for the remainder of the original Warranty Period or thirty (30) days, whichever is longer. This limited warranty is void if failure of the software has resulted from accident, abuse, or misapplication.

Disclaimer of Warranties

Except as expressly provided in this Agreement, the DocuPal Document Management Software is provided "as is" without warranty of any kind, either express or implied. To the maximum extent permitted by applicable law, DocuPal Demo, LLC specifically disclaims all implied warranties, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. DocuPal Demo, LLC does not warrant that the functions contained in the software will meet ACME-1's requirements, or that the operation of the software will be uninterrupted or error-free, or that defects in the software will be corrected.

ACME-1 assumes all responsibility and risk for the selection of the software to achieve its intended results and for the installation, use, and results obtained from it.



Limitation of Liability

DocuPal Demo, LLC will not be liable to ACME-1 for any consequential, indirect, incidental, special, punitive, or exemplary damages arising out of or related to this agreement or the use of the software. This limitation applies regardless of the cause of action, including breach of contract, negligence, strict liability, or any other legal theory.

Liability Cap

The total cumulative liability of DocuPal Demo, LLC to ACME-1 for any and all claims, losses, or damages arising out of or relating to this agreement will not exceed the total fees paid by ACME-1 to DocuPal Demo, LLC under this agreement. This limitation applies even if DocuPal Demo, LLC has been advised of the possibility of such damages.

Exceptions

This limitation of liability does not apply to damages arising from DocuPal Demo, LLC's gross negligence or willful misconduct. It also does not apply to liability for death or personal injury caused by DocuPal Demo, LLC's negligence, or for any other liability that cannot be excluded or limited under applicable law.

Allocation of Risk

ACME-1 acknowledges that this limitation of liability is a material term of this agreement and reflects a fair allocation of risk between the parties, considering the fees charged for the software license. ACME-1 agrees that DocuPal Demo, LLC would not have entered into this agreement without this limitation of liability.

Indemnification

Indemnification by Acme, Inc

ACME-1 agrees to indemnify, defend, and hold harmless Docupal Demo, LLC, its officers, directors, employees, agents, and affiliates from and against any and all losses, damages, liabilities, costs, and expenses (including reasonable attorneys'



fees) arising out of or relating to any third-party claims, actions, or demands alleging:

- Misuse of the Software by ACME-1 or its users.
- Violation of this Agreement by ACME-1.
- Infringement of any third-party rights caused by ACME-1's modifications to the Software or combination of the Software with other software, hardware, or services not provided or approved by Docupal Demo, LLC.

ACME-1's obligations under this Section are contingent upon Docupal Demo, LLC: (a) providing ACME-1 with prompt written notice of any such claim; (b) allowing ACME-1 sole control over the defense and settlement of such claim; and (c) providing ACME-1 with reasonable assistance and information at ACME-1's expense.

Indemnification by Docupal Demo, LLC

Docupal Demo, LLC agrees to indemnify, defend, and hold harmless ACME-1, its officers, directors, employees, agents, and affiliates from and against any and all losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third-party claims, actions, or demands alleging that the Software infringes any patent, copyright, trademark, trade secret, or other intellectual property right of a third party.

Docupal Demo, LLC's obligations under this Section are contingent upon ACME-1: (a) providing Docupal Demo, LLC with prompt written notice of any such claim; (b) allowing Docupal Demo, LLC sole control over the defense and settlement of such claim; and (c) providing Docupal Demo, LLC with reasonable assistance and information at Docupal Demo, LLC's expense.

Exclusions

Docupal Demo, LLC will have no obligation to indemnify ACME-1 to the extent the infringement arises from:

- ACME-1's modification of the Software.
- ACME-1's use of the Software in combination with other software, hardware, or services not provided or approved by Docupal Demo, LLC.
- ACME-1's use of a version of the Software that has been superseded by a non-infringing version, if Docupal Demo, LLC provided such version to ACME-1.
- ACME-1's failure to cease use of the software after notification of potential infringement.



Confidentiality

Both DocuPal Demo, LLC and ACME-1 agree to protect each other's confidential information. This includes information like software source code, pricing details, and customer data.

Scope of Confidential Information

Confidential information encompasses any data or information, regardless of format, disclosed by one party (the "Disclosing Party") to the other party (the "Receiving Party") that is:

- Marked as confidential or proprietary.
- Of such a nature that a reasonable person would understand it to be confidential.

Exclusions

The obligations under this confidentiality section do not apply to information that:

- Is or becomes publicly available through no fault of the Receiving Party.
- Was already known to the Receiving Party before it was disclosed by the Disclosing Party.
- Is independently developed by the Receiving Party without using the Disclosing Party's confidential information.

Protection of Confidential Information

Each party must:

- Protect the other party's confidential information with the same degree of care it uses to protect its own confidential information, but no less than reasonable care.
- Only use the other party's confidential information for the purposes of this Agreement.
- Only disclose the other party's confidential information to its employees, agents, or subcontractors who need to know it for the purposes of this Agreement and who are bound by confidentiality obligations at least as protective as those contained in this Agreement.



Term and Termination

Term

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

Renewal

The Agreement will automatically renew for additional one-year terms unless either party provides written notice of termination at least thirty (30) days before the end of the current term.

Termination

Termination for Cause

DocuPal Demo, LLC may terminate this Agreement if ACME-1 materially breaches any provision of this Agreement, and such breach remains uncured thirty (30) days after written notice is provided to ACME-1.

ACME-1 may terminate this Agreement if DocuPal Demo, LLC materially breaches any provision of this Agreement, and such breach remains uncured thirty (30) days after written notice is provided to DocuPal Demo, LLC.

Either party may terminate this Agreement immediately upon written notice if the other party becomes insolvent, enters into bankruptcy, or makes an assignment for the benefit of creditors.

Termination for Non-Payment

DocuPal Demo, LLC may terminate this Agreement if ACME-1 fails to pay any fees due under this Agreement, and such failure continues for fifteen (15) days after written notice of non-payment is provided to ACME-1.



Post-Termination Obligations

Upon termination of this Agreement for any reason, ACME-1 must immediately cease all use of the Software. ACME-1 must also promptly return to DocuPal Demo, LLC, or destroy, all copies of the Software and related documentation in ACME-1's possession or control. ACME-1 will provide written certification to DocuPal Demo, LLC that it has complied with these requirements.

Survival

The sections pertaining to Ownership, Confidentiality, Limitation of Liability, Indemnification, and Governing Law will survive any termination of this Agreement.

Governing Law and Dispute Resolution

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

Dispute Resolution

We want to address any concerns without a formal legal case. Before filing a lawsuit, ACME-1 and Docupal Demo, LLC agree to first try to resolve any dispute through mediation. Mediation involves a neutral third party who will help us reach a settlement.

Mediation Process

If a dispute arises related to this Agreement, the party initiating the dispute must notify the other party in writing. Both parties will then work together to select a mutually acceptable mediator. The mediation will take place in Anytown, CA, unless both parties agree to a different location. The parties will share the costs of the mediation equally.

Litigation



If mediation does not resolve the dispute within sixty (60) days of the initial notice, either party may then pursue legal action in the courts of Delaware. ACME-1 and Docupal Demo, LLC consent to the exclusive jurisdiction and venue of such courts for any such legal action. Each party will be responsible for their own legal fees and costs, unless the court orders otherwise.

Miscellaneous Provisions

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 signed by both parties.

Assignment

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

Notices

All notices and other communications required or permitted under this Agreement must be in writing. Notices shall be sent by certified mail, return receipt requested, to the addresses listed at the beginning of this Agreement, or to such other address as either party may designate by notice to the other.

Entire Agreement

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

