DOCUPAL
Docupal Demo, LLC

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Introduction and Definitions

Introduction

This Software as a Service (SaaS) Agreement documents the understanding between DocuPal Demo, LLC, a United States company located at 23 Main St, Anytown, CA 90210 ("DocuPal"), and Acme, Inc, a business entity located at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA ("Customer"). This Agreement defines the terms and conditions under which DocuPal will provide its document management software as a service to Customer. It outlines the scope, usage restrictions, pricing, payment terms, service level guarantees, intellectual property rights, data handling practices, and other essential aspects of the SaaS arrangement.

Definitions

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

- **Software:** Refers to DocuPal's proprietary document management software, which is provided as a service to Customer under this Agreement.
- **Service:** Means the provision of access to the Software by DocuPal to Customer, including any related support and maintenance services, as described in this Agreement.
- **Customer Data:** Means any data, information, or material provided, submitted, or uploaded by Customer to the Software.
- **SLA:** Refers to the Service Level Agreement, which outlines the guaranteed service availabilities and performance standards for the Service.
- **Confidential Information:** Means any 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.

Grant of License and Access

DocuPal Demo, LLC grants ACME-1 a non-exclusive, non-transferable license. This license allows ACME-1 to access and use the Software. Access and use are subject to the terms of this Agreement.

Scope of License

ACME-1's use of the Software is limited. It is restricted to the agreed-upon number of users. The usage is also limited to the agreed storage capacity. Exceeding these limits may require an upgrade. Additional fees may apply.

Permitted Use

ACME-1 may access the Software. ACME-1 may use the Software for its internal business operations.

Restrictions

ACME-1 must not:

- Transfer, sublicense, or assign its rights.
- Modify, adapt, or create derivative works of the Software.
- Attempt to reverse engineer or decompile the Software.
- Use the Software for any illegal or unauthorized purpose.
- Exceed the agreed-upon user or storage limits.

Subscription and Payment Terms

ACME-1's access to DocuPal Demo, LLC's SaaS platform is contingent upon a valid subscription. This section details the subscription plans, payment obligations, and related policies.

Subscription Plans

ACME-1 must select a subscription plan that aligns with its needs. The features and limitations of each plan are detailed on DocuPal Demo, LLC's website. DocuPal Demo, LLC reserves the right to modify its subscription plans, but will provide

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ACME-1 with reasonable notice of any changes.

Payment Terms

Subscription fees are billed monthly or annually, according to ACME-1's chosen billing cycle. Payments are due as per the dates specified in the invoice. ACME-1 is responsible for providing accurate and up-to-date billing information. All payments must be made in United States Dollars (USD).

Late Payment

Late payments will incur a late fee of 1.5% per month on the outstanding balance. DocuPal Demo, LLC reserves the right to suspend ACME-1's access to the SaaS platform if payment is not received within thirty (30) days of the due date. Reactivation of the account is subject to full payment of the outstanding balance, including any applicable late fees.

Non-Payment

Continued non-payment may result in termination of this Agreement. DocuPal Demo, LLC will provide ACME-1 with notice prior to any service termination due to non-payment.

Payment Schedule

Service Level Agreement (SLA)

DocuPal Demo, LLC commits to providing reliable access to its services. This Service Level Agreement (SLA) outlines the performance standards ACME-1 can expect. It also details the remedies available if we fail to meet these standards.

Uptime Guarantee

We guarantee a 99.9% uptime for our software. This means the service will be available for at least 99.9% of each calendar month. This uptime is measured excluding scheduled maintenance.

Scheduled Maintenance

We perform scheduled maintenance to keep our systems running smoothly. We will provide ACME-1 with at least 48 hours' notice before any scheduled maintenance. Scheduled maintenance windows will be kept as short as possible. We will make commercially reasonable efforts to schedule maintenance during off-peak hours.

SLA Exclusions

The following events are excluded from the uptime calculation:

- Scheduled maintenance as described above.
- Outages caused by factors outside of our reasonable control. These include, but are not limited to:
    - Internet service provider failures.
    - ACME-1's hardware or software malfunctions.
    - Denial-of-service attacks or other malicious attacks.
    - Force majeure events.

Remedies for SLA Failure

If we fail to meet the 99.9% uptime guarantee, ACME-1 will be eligible for service credits. The credit will be calculated based on the duration of the downtime in a month.

The following table outlines the service credit percentages:

Downtime (in a month)	Service Credit
0.1% to 0.5%	10%
0.51% to 1%	25%
Over 1%	50%

Service credits will be applied to ACME-1's next invoice. To receive a service credit, ACME-1 must submit a claim within 30 days of the end of the month in which the downtime occurred. Claims must include detailed information about the downtime, including the dates and times of the outage. DocuPal Demo, LLC will review all claims and make a determination in good faith.

Support

DocuPal Demo, LLC offers support to ACME-1. Our support channels include email and online documentation. We will respond to support requests within one business day.

Data Security and Privacy

DocuPal Demo, LLC prioritizes the security and privacy of ACME-1's data. We adhere to industry best practices to ensure data protection.

Security Standards

We maintain SOC 2 Type II compliance. This demonstrates our commitment to security, availability, processing integrity, confidentiality, and privacy. Our systems and processes are regularly audited to ensure ongoing compliance.

Data Handling

Data Collection

ACME-1's data is collected through direct user input within the Service.

Data Storage

All data is stored on secure, encrypted servers provided by AWS. We utilize encryption both in transit and at rest. This helps protect data from unauthorized access.

Data Processing

Collected data is processed to deliver the Service's intended functionality. This includes data analysis, reporting, and other features as described in the Service documentation.

Data Protection Measures

We implement a variety of security measures to protect ACME-1's data, including:

- **Access Controls:** Access to data is strictly controlled and limited to authorized personnel only. We use role-based access control (RBAC) to ensure that users only have access to the data they need to perform their job functions.
- **Encryption:** Data is encrypted both in transit and at rest using industry-standard encryption algorithms.
- **Regular Security Audits:** We conduct regular security audits and penetration testing to identify and address potential vulnerabilities.
- **Intrusion Detection and Prevention:** We employ intrusion detection and prevention systems to monitor our network and systems for malicious activity.
- **Data Backup and Recovery:** We maintain regular data backups and have a disaster recovery plan in place to ensure business continuity in the event of a system failure or other disaster.
- **Employee Training:** All employees receive regular training on data security and privacy best practices.

Compliance

DocuPal Demo, LLC is committed to complying with all applicable data protection laws and regulations. While GDPR may not be directly applicable, we follow similar principles of data protection and privacy. We continually monitor and update our practices to ensure compliance with evolving legal and regulatory requirements. We will promptly notify ACME-1 of any data breach or security incident that affects ACME-1's data.

Intellectual Property Rights

DocuPal Demo, LLC owns all rights, title, and interest in and to the Software. This includes all associated intellectual property rights.

Software Ownership

DocuPal Demo, LLC retains exclusive ownership of the Software. This includes all source code, object code, designs, inventions, and any related documentation. ACME-1 receives only a limited right to use the Software as specified in this Agreement.

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Restrictions on Use

ACME-1 may not modify, reproduce, or create derivative works based upon the Software. Reverse engineering, decompiling, or disassembling the Software is strictly prohibited. ACME-1 will not remove or alter any copyright notices or other proprietary markings on the Software.

Support and Maintenance

DocuPal Demo, LLC will provide support and maintenance services to ACME-1 during the Subscription Term. These services ensure the software operates correctly and remains up-to-date.

Support Channels and Availability

ACME-1 can access support via email and phone. Support is available Monday through Friday, from 9 AM to 5 PM EST. DocuPal Demo, LLC will make commercially reasonable efforts to respond to support requests promptly.

Software Updates and Bug Fixes

DocuPal Demo, LLC will deploy software updates and bug fixes automatically. ACME-1 will receive prior notice before these deployments. These updates are part of the service and are included in the Subscription Fee.

Issue Resolution

ACME-1 should report any issues or bugs through the designated support channels. DocuPal Demo, LLC will investigate and work to resolve reported issues. The resolution timeframe will depend on the severity and complexity of the issue. Regular updates on the progress of issue resolution will be provided to ACME-1.

Confidentiality

Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose information relating to the Disclosing Party's business. This information is valuable and confidential. It includes, but is not

limited to, customer data, proprietary information, and trade secrets (the "Confidential Information").

The Receiving Party agrees to hold the Disclosing Party's Confidential Information in confidence. The Receiving Party must protect the information with the same degree of care it uses to protect its own confidential information, but no less than reasonable care.

The Receiving Party will only use the Disclosing Party's Confidential Information for the purposes of this Agreement. It will not disclose the Confidential Information to any third party without the Disclosing Party's written consent.

Exceptions

Confidential Information does not include information that:

- Is or becomes publicly known through no fault of the Receiving Party.
- Was already rightfully known to the Receiving Party before it was disclosed by the Disclosing Party.
- Is rightfully obtained by the Receiving Party from a third party without any obligation of confidentiality.
- Is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.
- Is required to be disclosed by law, regulation, or court order, provided that the Receiving Party gives the Disclosing Party prompt notice of such requirement before disclosure.

Duration

The obligations of confidentiality under this Agreement will continue for a period of five (5) years from the date of termination of this Agreement.

Limitation of Liability

DocuPal Demo, LLC will not be liable to ACME-1 for any indirect, incidental, special, consequential, or exemplary damages. This includes, but is not limited to, damages for loss of profits, goodwill, use, data, or other intangible losses. This applies even if DocuPal Demo, LLC has been advised of the possibility of such damages.

Liability Cap

DocuPal Demo, LLC's total liability to ACME-1 for any claim arising out of or relating to this Agreement will be limited to the total amount of fees paid by ACME-1 to DocuPal Demo, LLC under this Agreement during the twelve (12) months immediately preceding the date the claim arose. This limitation applies regardless of the basis of the claim, whether in contract, tort, or any other legal theory.

Exclusions

The limitations of liability outlined in this section will not apply to damages resulting from:

- DocuPal Demo, LLC's gross negligence or willful misconduct.
- DocuPal Demo, LLC's breach of its confidentiality obligations pursuant to this Agreement.
- DocuPal Demo, LLC's indemnification obligations pursuant to this Agreement.

Indemnification

Intellectual Property Indemnification

DocuPal Demo, LLC will defend and indemnify ACME-1 against any claim that the Service infringes a third party's intellectual property rights. This includes covering reasonable attorney's fees and court costs. If such a claim arises, DocuPal Demo, LLC may choose to:

- Obtain the right for ACME-1 to continue using the Service.
- Modify the Service to be non-infringing.
- Replace the infringing components with a non-infringing alternative.
- Terminate the agreement and refund any prepaid, unused fees.

DocuPal Demo, LLC's obligations under this section are contingent upon ACME-1:

- Providing prompt written notice of the claim.
- Granting DocuPal Demo, LLC sole control over the defense and settlement of the claim.
- Providing reasonable assistance in the defense.

Indemnification for Misuse

ACME-1 will defend and indemnify DocuPal Demo, LLC against any claims, losses, damages, liabilities, or expenses (including reasonable attorneys' fees) arising from ACME-1's misuse of the Service. This includes, but is not limited to, any violation of applicable laws, regulations, or the terms of this Agreement.

Data Breach Indemnification

DocuPal Demo, LLC will indemnify ACME-1 for damages resulting from a data breach caused by DocuPal Demo, LLC's negligence or willful misconduct. The indemnification covers reasonable costs incurred by ACME-1 to comply with applicable data breach notification laws and to mitigate the harm to affected individuals.

Term and Termination

Term

This Agreement will begin on August 9, 2025, and continue for one year. The agreement will automatically renew for successive one-year terms.

Termination

Termination for Breach

Either party can terminate this agreement if the other party materially breaches it.

Termination for Non-Payment

DocuPal Demo, LLC may terminate this agreement if ACME-1 fails to pay the fees when due.

Effect of Termination

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Upon termination, ACME-1's rights to access and use the Services will immediately end. ACME-1 must cease all use of the Services. ACME-1 must also return or destroy all copies of DocuPal Demo, LLC's Confidential Information.

Data Retrieval

For 30 days after termination, ACME-1 may retrieve its data from the Services. After this 30-day period, DocuPal Demo, LLC may delete ACME-1's data.

Dispute Resolution

We aim to resolve any disputes quickly and efficiently.

Informal Resolution

First, we both agree to try to resolve any dispute informally. This involves good-faith negotiations between ACME-1 and Docupal Demo, LLC.

Binding Arbitration

If informal resolution fails, we agree to binding arbitration. This means a neutral arbitrator will make a final decision. The arbitration will take place in accordance with the rules of the American Arbitration Association (AAA). The arbitrator's decision will be final and can be enforced in any court with jurisdiction. Each of us will bear our own costs of arbitration. The parties will split the fees and expenses of the arbitrator equally.

Jurisdiction and Governing Law

This Agreement will be governed by and interpreted in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles. The exclusive jurisdiction and venue for any actions related to this Agreement will be in the state and federal courts located in Delaware.

Compliance with Laws

DocuPal Demo, LLC will comply with all applicable laws and regulations. This includes laws related to export controls and sanctions. We will also adhere to relevant privacy laws.

Data Protection

We are committed to protecting personal data. This commitment includes compliance with the General Data Protection Regulation (GDPR). It also includes compliance with the California Consumer Privacy Act (CCPA). We will maintain appropriate safeguards. These safeguards are designed to protect the security and confidentiality of personal data. We will process personal data only as described in this Agreement and our Privacy Policy. ACME-1 is responsible for ensuring its use of the services complies with all applicable data protection laws.

Export Control

ACME-1 acknowledges that the services may be subject to export control laws and regulations. These laws include those of the United States. ACME-1 will comply with all applicable export control laws. ACME-1 confirms that it is not listed on any U.S. government denied party list. It also confirms it is not located in a country that is subject to a U.S. government embargo. ACME-1 will not use the services in violation of any export control laws or regulations.

Force Majeure

Neither DocuPal Demo, LLC nor ACME-1 will be liable for any failure to perform its obligations under this Agreement when the failure results from any cause beyond that party's reasonable control.

Qualifying Events

Such causes include, but are not limited to:

- Natural disasters.
- Acts of government.
- Cyberattacks.

Impact on Obligations

If a force majeure event occurs, the affected party's obligations will be suspended for the duration of the event. The party will make reasonable efforts to mitigate the effects of the force majeure.

Miscellaneous

Assignment

ACME-1 may not assign this Agreement, in whole or in part, without the prior written consent of Docupal Demo, LLC. Docupal Demo, LLC may assign this Agreement to an affiliate or in connection with a merger, acquisition, or sale of all or substantially all of its assets.

Notices

All notices relating to this Agreement must be in writing and delivered either by email or certified mail. Notices sent to Docupal Demo, LLC should be addressed to 23 Main St, Anytown, CA 90210, or legal@docupaldemo.com. Notices sent to ACME-1 should be addressed to 3751 Illinois Avenue, Wilsonville, Oregon – 97070, USA, or legal@acme-inc.com. Either party may change its address for notice by giving notice as described in this section.

Entire Agreement

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

Amendments

No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by both parties.

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.

Severability

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced.

Waiver

The failure of either party to enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.

Force Majeure

Neither party shall be liable for any failure to perform its obligations under this Agreement if such failure is caused by acts of God, war, terrorism, riots, fire, flood, earthquake, strike, or other event beyond the reasonable control of such party.

Compliance with Laws

Each party shall comply with all applicable laws and regulations in its performance of this Agreement.