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# Introduction and Definitions

## Introduction

This Technology Transfer Agreement (the "Agreement") is made and entered into as of August 9, 2025, by and between DocuPal Demo, LLC, a company organized and existing under the laws of the United States, with its principal place of business at 23 Main St, Anytown, CA 90210 ("DocuPal"), and Acme, Inc ("ACME-1"), a company organized and existing under the laws of the United States, with its principal place of business at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA.

The purpose of this Agreement is to set forth the terms and conditions under which DocuPal will grant ACME-1 a license to use, sell, and distribute certain technology.

## Definitions

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

- **Technology** means the specific technical information, know-how, and data provided by DocuPal to ACME-1 under this Agreement, as further described in Exhibit A.
- **Licensed Product** means any product developed, manufactured, or sold by ACME-1 using the Technology.
- **Net Sales** means the gross invoice price of the Licensed Product sold by ACME-1 to third parties, less customary deductions. These deductions include discounts, returns, and allowances actually granted, as well as transportation costs, and sales or use taxes, if any, that are both separately stated on the invoice and directly applicable to the price.
- **Effective Date** means August 9, 2025, the date on which this Agreement comes into effect.
- **Confidential Information** means any and all technical, financial, or commercial 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, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be understood to be confidential.

## Grant of License

DocuPal Demo, LLC hereby grants to ACME-1 a non-exclusive, worldwide license. This license allows ACME-1 to use, sell, and distribute the Technology. The license is effective as of the Effective Date of this Agreement.

### Scope of License

The scope of this license extends to all territories globally. ACME-1 may exercise its rights under this license without geographical limitation.

### Rights Granted

ACME-1's rights include the following:

- **Use:** ACME-1 can use the Technology for its internal operations and for purposes related to the Field of Use.
- **Sale:** ACME-1 is permitted to sell products or services incorporating the Technology.
- **Distribution:** ACME-1 may distribute the Technology, or products incorporating it, to its customers and partners.

### Limitations

This license is subject to the following limitations:

- **Non-Exclusivity:** The license granted to ACME-1 is non-exclusive. DocuPal Demo, LLC retains the right to grant similar licenses to other parties.
- **Field of Use:** ACME-1's use of the Technology is limited to the defined Field of Use. Any use outside this field requires prior written consent from DocuPal Demo, LLC.
- **No Sublicensing:** ACME-1 does not have the right to sublicense the Technology without the express written permission of DocuPal Demo, LLC.
- **Alterations:** ACME-1 may not alter, modify, or create derivative works of the Technology, except as expressly permitted in writing by DocuPal Demo, LLC.



# Intellectual Property Rights

## Ownership

DocuPal Demo, LLC retains all right, title, and interest in and to the technology. This includes all associated intellectual property rights. These rights include, but are not limited to, patents, copyrights, trademarks, and trade secrets. ACME-1 acknowledges DocuPal Demo, LLC's ownership. ACME-1 will not take any action that could jeopardize DocuPal Demo, LLC's rights.

## Licensed Rights

This Agreement grants ACME-1 a non-exclusive, worldwide license. This license allows ACME-1 to use, sell, and distribute the technology. The specific scope of these rights is defined in the Scope of License section. ACME-1's use of the technology is subject to the terms and conditions of this Agreement.

## Improvements and Modifications

ACME-1 may develop improvements or modifications to the technology. ACME-1 will own any improvements or modifications it makes. DocuPal Demo, LLC will have a non-exclusive, perpetual, and irrevocable license. This license allows DocuPal Demo, LLC to use these improvements and modifications. DocuPal Demo, LLC can integrate them into the technology.

## Protection of Intellectual Property

ACME-1 will take reasonable steps to protect the technology. This includes preventing unauthorized access or use. ACME-1 will notify DocuPal Demo, LLC immediately of any suspected infringement. ACME-1 will cooperate with DocuPal Demo, LLC in any enforcement efforts.

## No Assignment

ACME-1 cannot assign or transfer its rights or obligations under this agreement. Any attempt to do so without DocuPal Demo, LLC's prior written consent will be void. DocuPal Demo, LLC may assign this Agreement to a successor. This would occur in the event of a merger, acquisition, or sale of substantially all of its assets.



# Confidentiality Obligations

Both DocuPal Demo, LLC and ACME-1 acknowledge that confidential information may be exchanged during the term of this Agreement. This information includes, but is not limited to, source code, design documents, business plans, customer lists, and financial information.

## Scope of Confidentiality

Each party agrees to protect the other party's confidential information with the same degree of care it uses to protect its own confidential information. At a minimum, this includes reasonable care. The receiving party will restrict access to the disclosing party's confidential information only to its employees and contractors with a need to know. All such employees and contractors must be bound by confidentiality obligations at least as protective as those contained herein.

## Permitted Disclosures

Disclosure of confidential information is permitted to employees and contractors who require access for the purpose of performing obligations or exercising rights under this Agreement. However, such disclosures are contingent upon the employee or contractor being subject to a written confidentiality agreement no less protective than the terms of this section.

## Duration of Confidentiality

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

# Royalties and Payment Terms

DocuPal Demo, LLC ("Licensor") shall receive royalty payments from ACME-1 ("Licensee") based on Net Sales of Licensed Products.





## Royalty Rate

The royalty rate is set at five percent (5%) of Net Sales. "Net Sales" means ACME-1's gross sales revenue from Licensed Products, less deductions for:

- Returns
- Allowances
- Credits
- Freight
- Insurance
- Sales taxes, VAT, or other governmental charges.

## Payment Schedule and Reporting

ACME-1 will provide quarterly royalty reports to DocuPal Demo, LLC. These reports must detail the Net Sales of Licensed Products for that quarter. ACME-1 will submit these reports within thirty (30) days after the end of each calendar quarter (March 31, June 30, September 30, and December 31). Royalty payments are due concurrently with the submission of the corresponding quarterly report. Payments shall be made in United States Dollars (USD) to the account designated by DocuPal Demo, LLC.

## Audit Rights

DocuPal Demo, LLC has the right to audit ACME-1's records related to the sale of Licensed Products. DocuPal Demo, LLC may conduct an audit, at its own expense, no more than once per year. DocuPal Demo, LLC must provide ACME-1 with at least thirty (30) days written notice before conducting an audit. If an audit reveals an underpayment of royalties exceeding five percent (5%) for the period audited, ACME-1 shall pay the costs of the audit. Any underpaid royalties discovered during an audit are due within thirty (30) days of ACME-1's receipt of the audit findings.

# Technology Delivery and Support

## Technology Delivery

DocuPal Demo, LLC will deliver the technology to ACME-1 via secure electronic transfer. The delivery will consist of the source code and associated documentation. This transfer will occur within 10 business days of the effective date of this



Agreement. ACME-1 is responsible for ensuring it has the necessary systems and personnel to receive and implement the technology.

## Training

DocuPal Demo, LLC will provide initial training to ACME-1 personnel. This training will cover the operation, maintenance, and basic troubleshooting of the technology. The training will be conducted remotely and will consist of four sessions, each lasting approximately two hours. The schedule for these sessions will be mutually agreed upon by both parties.

## Ongoing Support

Following the initial training, ongoing support will be available to ACME-1 at DocuPal Demo, LLC's standard rates. Support requests should be submitted via email. DocuPal Demo, LLC will use commercially reasonable efforts to respond to support requests within one business day. The scope of support includes bug fixes, troubleshooting assistance, and clarification of documentation. It excludes modifications, customization, or new feature development. Any such enhancements may be contracted separately under a statement of work.

# Warranties and Representations

## Ownership and Rights

DocuPal Demo, LLC warrants that it owns the Technology. We also warrant that we have the full right and authority to grant the license to ACME-1 under this Agreement. DocuPal Demo, LLC assures ACME-1 that it has the legal standing to permit the use, sale, and distribution of the Technology as outlined in this Technology Transfer Agreement.

## Performance

DocuPal Demo, LLC warrants that the Technology will perform substantially in accordance with its documentation. This performance warranty is effective for a period of ninety (90) days from the Effective Date of this Agreement. ACME-1's sole





and exclusive remedy for any breach of this warranty will be, at DocuPal Demo, LLC's option, either (i) correction of the defects in the Technology, or (ii) a refund of the license fees paid by ACME-1 for the non-conforming Technology.

## Indemnification and Liability

### Indemnification

DocuPal Demo, LLC will defend, indemnify, and hold harmless Acme Inc., its officers, directors, employees, and agents from and against any and all claims, suits, actions, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any claim that the Technology infringes any patent, copyright, trademark, trade secret, or other intellectual property right of any third party.

Acme Inc. will defend, indemnify, and hold harmless DocuPal Demo, LLC, its officers, directors, employees, and agents from and against any and all claims, suits, actions, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any product liability claim relating to Acme Inc.'s use, sale, or distribution of products incorporating the Technology.

### Limitation of Liability

Neither party will be liable to the other for any consequential, incidental, indirect, special, or punitive damages arising out of or relating to this Agreement, regardless of the cause of action, even if such party has been advised of the possibility of such damages.

## Dispute Resolution

The parties will first try to resolve any dispute related 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.



## Mediation

If the parties cannot resolve the dispute through negotiation within thirty (30) days of the initial notice, they will attempt to settle the dispute by mediation. The mediation will take place in Delaware, unless both parties agree to a different location. The parties will jointly appoint a mediator. If they cannot agree on a mediator, the American Arbitration Association (AAA) will appoint one.

## Arbitration

If mediation does not resolve the dispute within sixty (60) days of the commencement of mediation, the dispute shall be settled by binding arbitration administered by the American Arbitration Association (AAA) in accordance with its Commercial Arbitration Rules. The arbitration will take place in Delaware. The decision of the arbitrator 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 the parties will share equally the fees and expenses of the arbitrator.

# Term and Termination

## Term

This Agreement will become effective on 2025-08-09 and will continue for an initial term of five (5) years. Following the initial term, this Agreement will automatically renew for additional one (1) year terms. Either party can prevent renewal by providing written notice to the other party at least sixty (60) days before the end of the then-current term.

## Termination

This Agreement may be terminated prior to the end of its term under the following conditions:

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



- **Insolvency:** Either party may terminate this Agreement immediately if the other party becomes insolvent, files for bankruptcy, or has a receiver appointed for its assets.
- **Failure to Pay Royalties:** DocuPal Demo, LLC may terminate this Agreement if ACME-1 fails to pay royalties due under this Agreement, and such failure continues for thirty (30) days after receiving written notice of non-payment.

## Governing Law and Jurisdiction

This Agreement will be governed by and construed in accordance with the laws of the State of Delaware, United States. This applies without regard to its conflict of laws principles.

### Venue

The exclusive venue for any legal action or proceeding arising out of or relating to this Agreement will be in the state and federal courts located in Wilmington, Delaware.

### Jurisdiction

Both Docupal Demo, LLC and ACME-1 irrevocably consent to the personal jurisdiction of these courts. They also waive any objection to the propriety or convenience of venue in such courts.

## Miscellaneous Provisions

### Assignment

Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party, except that Docupal Demo, LLC may assign this Agreement to a successor in connection with a merger, acquisition, or sale of all or substantially all of its assets.



## Notices

All notices required or permitted under this Agreement must be in writing and will be deemed effectively given upon: (a) personal delivery; (b) receipted delivery by certified mail; or (c) by email, with confirmation of receipt. Notices must be sent to the addresses set forth in the preamble of this Agreement, or to such other address as a party may designate by notice to the other party.

## Force Majeure

Neither party will be liable for any failure to perform its obligations under this Agreement if such failure is caused by any cause beyond its reasonable control, including, without limitation, acts of God, war, fire, flood, strike, or other labor disturbance, or governmental regulation.

## 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.

## Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect. The invalid or unenforceable provision will be replaced by a valid and enforceable provision that comes closest to expressing the intention of the original provision.

## Amendments

No amendment to or modification of this Agreement will be effective unless it is in writing and signed by both parties.

## Waiver

No waiver of any breach of any provision of this Agreement will constitute a waiver of any other breach of the same or any other provision hereof, and no waiver will be effective unless made in writing and signed by the waiving party.



## Counterparts

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

## Signatures and Execution

This Technology Transfer Agreement becomes effective as of the last date signed below.

### Parties

#### DocuPal Demo, LLC

By: \_\_\_\_\_

Name:

Title: CEO

Date: \_\_\_\_\_

#### Acme, Inc (ACME-1)

By: \_\_\_\_\_

Name:

Title: CEO

Date: \_\_\_\_\_

### Witnesses

#### Witness for DocuPal Demo, LLC

\_\_\_\_\_  
Name:

Date: \_\_\_\_\_



Witness for Acme, Inc (ACME-1)

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Name:

Date: \_\_\_\_\_

## Instructions

Each party must ensure this Technology Transfer Agreement is executed by its duly authorized representative. Both DocuPal Demo, LLC and Acme, Inc (ACME-1) require signatures from their respective CEOs. Additionally, each party must have the signature of a witness present during the execution of this agreement. Please fill in the date of signing where indicated. This agreement is effective as of the last date entered. No notarization is required for this agreement to be valid.

