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# Introduction and Definitions

## Introduction

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

The Licensor owns certain trademarks and desires to grant the Licensee a license to use such trademarks in connection with specific products. The Licensee desires to obtain a license from the Licensor to use the Trademarks in connection with the manufacture, marketing, and sale of Licensed Products within the United States. This document sets forth the terms and conditions of that license.

## Definitions

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

- **Trademark:** The specific trademark(s) being licensed under this Agreement, as listed in **Exhibit A**.
- **Licensed Products:** The products on which the Trademark will be used, as defined in **Exhibit B**.
- **Net Sales:** Gross sales of the Licensed Products, less any returns and allowances.

## Grant of License

DocuPal Demo, LLC ("Licensor") grants to Acme, Inc ("Licensee") a non-exclusive license to use the Trademark. This license allows ACME-1 to use the Trademark only on the Licensed Products. ACME-1 may only use the Trademark within the United States.



## Term

This license begins on January 1, 2024. It will continue for a period of five (5) years, unless terminated earlier. Termination can occur as described in this Agreement.

## Scope

This Trademark License Agreement allows ACME-1 specific and limited rights. ACME-1's use of the Trademark must comply with the terms and conditions outlined in this agreement. This includes quality control standards and usage guidelines.

# Trademark Use and Quality Control

## Permitted Use

ACME-1's use of the Trademark is subject to DocuPal Demo, LLC's control. ACME-1 shall only use the Trademark within the United States. The Trademark will be used solely in connection with the marketing, distribution, and sale of the Licensed Products outlined in this Agreement. ACME-1 shall use the Trademark only in the manner and form approved by DocuPal Demo, LLC. ACME-1 shall not alter or modify the Trademark in any way without DocuPal Demo, LLC's prior written consent. Any proposed change requires submission to DocuPal Demo, LLC for approval. Unauthorized use of the Trademark will constitute a material breach of this Agreement, potentially leading to termination.

## Quality Standards

ACME-1 must maintain standards of quality for the Licensed Products. These standards must be substantially the same as, or higher than, those of products previously sold under the Trademark. DocuPal Demo, LLC has the right to inspect samples of Licensed Products and related marketing materials. This ensures ACME-1's adherence to these quality standards. DocuPal Demo, LLC will conduct inspections at reasonable times with prior notice to ACME-1. If DocuPal Demo, LLC determines that ACME-1's quality standards are not being met, DocuPal Demo, LLC will provide written notice to ACME-1 detailing the deficiencies. ACME-1 will then



have a reasonable period, as defined in the notice, to correct these deficiencies. Failure to correct deficiencies within the specified timeframe may result in termination of this Agreement.

## Royalty and Payment Terms

ACME-1 will pay Docupal Demo, LLC a royalty fee for the use of the Trademark. The royalty will be five percent (5%) of Net Sales of all Licensed Products.

### Payment Schedule and Reporting

ACME-1 will make royalty payments on a quarterly basis. Each payment is due within thirty (30) days after the end of each calendar quarter (March 31, June 30, September 30, December 31). Payments will be made to the bank account Docupal Demo, LLC designates. ACME-1 will also provide Docupal Demo, LLC with a quarterly report. This report must detail the Net Sales of Licensed Products for that quarter. The report is due within thirty (30) days of the close of each calendar quarter, at the same time as the royalty payment.

### Late Payments

If ACME-1 fails to make timely payments, interest will accrue on the outstanding balance. The interest rate will be one percent (1%) per month. If this rate exceeds the highest rate allowed by law, the legal maximum will apply. If a payment is more than sixty (60) days late, Docupal Demo, LLC may terminate this Agreement.

## Intellectual Property Ownership

DocuPal Demo, LLC retains all right, title, and interest in and to the Trademark. ACME-1 acknowledges DocuPal Demo, LLC's exclusive ownership of the Trademark.

### Restrictions on Licensee's Use

ACME-1 shall not seek to register the Trademark or any mark confusingly similar to it. ACME-1 is prohibited from creating any derivative marks based on the Trademark. Furthermore, ACME-1 does not have the right to sub-license the



Trademark to any third party. All use of the Trademark by ACME-1 shall inure to the benefit of DocuPal Demo, LLC.

## Confidentiality

Both DocuPal Demo, LLC and ACME-1 agree to protect each other's confidential information. This includes any non-public details about either company's business. Financial information, product development plans, and marketing strategies are considered confidential.

### Scope of Confidentiality

Each party will treat all proprietary information of the other party as strictly confidential. This means neither party will disclose this information to any third party. Both parties will use the same degree of care to protect this information as they use to protect their own confidential information.

### Exceptions

The confidentiality obligations do not apply to information that:

- Is already publicly available, through no fault of the receiving party.
- Is received from a third party who is not under any confidentiality obligation.

### Term

The confidentiality obligations outlined in this section will continue for five (5) years after this agreement ends.

## Indemnification and Liability

ACME-1 agrees to indemnify, defend, and hold harmless DocuPal Demo, LLC, its officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to ACME-1's use of the Licensed Products under this Agreement. This includes, but is not limited to, claims of product liability, personal injury, or property damage. DocuPal Demo, LLC will promptly notify ACME-1 of any



such claim, and ACME-1 will have the right to control the defense and settlement of the claim. DocuPal Demo, LLC will cooperate fully with ACME-1 in the defense of any such claim.

DocuPal Demo, LLC's total liability to ACME-1 under this Agreement, whether in contract, tort (including negligence), or otherwise, shall be limited to the amount of royalties paid by ACME-1 to DocuPal Demo, LLC in the twelve (12) months immediately preceding the event giving rise to the liability. In no event shall DocuPal Demo, LLC be liable for any indirect, incidental, special, consequential, or punitive damages, including loss of profits, data, or use, even if advised of the possibility of such damages. ACME-1's liability under this agreement is not subject to any limitation.

## Term and Termination

### Term

This Agreement shall commence on January 1, 2024, and continue for a term of five (5) years, expiring on December 31, 2028, unless earlier terminated as provided herein.

### Termination

This Agreement may be terminated under the following circumstances:

- **Material Breach:** Either party may terminate this Agreement upon material breach by the other party. This includes, but is not limited to, failure to meet the quality control standards outlined in this Agreement or late payment of royalties.
- **Insolvency:** Either party may terminate this Agreement if the other party becomes bankrupt or insolvent.
- **Cessation of Business:** Either party may terminate this Agreement upon sixty (60) days written notice to the other party if such other party ceases its business operations.





## Effect of Termination

Upon termination of this Agreement for any reason, ACME-1 shall immediately cease all use of the Trademark. ACME-1 must also dispose of any remaining inventory of Licensed Products bearing the Trademark.

## Dispute Resolution

### Mediation

If a dispute arises related to this Trademark License Agreement, both ACME-1 and Docupal Demo, LLC agree to first try to resolve it through mediation. The parties will select a mutually agreeable mediator. Both parties will share the costs of mediation equally.

### Arbitration

If mediation does not resolve the dispute within [Number] days, the parties agree to submit the dispute to binding arbitration. The arbitration will be conducted in [City, State] under the rules of the American Arbitration Association. The arbitrator's decision will be final and binding on both ACME-1 and Docupal Demo, LLC. The arbitrator is empowered to award reasonable attorney's fees and costs to the prevailing party.

## Miscellaneous Provisions

### Assignment

The Licensee may not assign this Agreement or any rights or obligations hereunder, nor sublicense the Licensed Trademark, without the Licensor's prior written consent. Any unauthorized assignment or sublicense shall be void. The Licensor may assign this Agreement to a successor in interest.



## Notices

All notices and other communications under this Agreement must be in writing. Notices are considered duly given when delivered personally, sent by certified mail (return receipt requested), or sent by a recognized overnight courier service to the addresses listed in the introductory section of this Agreement, or to such other address as a party may designate by notice.

## Amendments

No amendment or modification of this Agreement is valid unless it is in writing and signed by authorized representatives of both parties.

## Entire Agreement

This Agreement constitutes the entire agreement and understanding between the parties. It supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, relating to the subject matter of this Agreement.

