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Introduction and Parties

Introduction

This Copyright License Agreement (the "Agreement") establishes the terms and conditions governing the grant of a license by Docupal Demo, LLC to Acme, Inc, allowing Acme, Inc to utilize certain copyrighted works owned by Docupal Demo, LLC. This Agreement defines the scope of permitted use, limitations, and obligations of both parties. It aims to protect the intellectual property rights of Docupal Demo, LLC, while enabling Acme, Inc to benefit from the use of the specified copyrighted materials.

Parties

Licensor

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 ("Licensor").

Licensee

Acme, Inc ("ACME-1"), a business entity organized and existing under the laws of the United States, with its principal place of business at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA ("Licensee").

This Agreement shall be effective as of [Insert Date].

Grant of Rights

DocuPal Demo, LLC grants to ACME-1 a non-exclusive, non-transferable license to use the following copyrighted works: [Specify copyrighted works, e.g., software, images, text].



Permitted Uses

ACME-1 is permitted to use the copyrighted works for the following purposes: [Specify allowed uses, e.g., internal use, distribution]. This license allows ACME-1 to integrate the copyrighted works into its internal business processes and distribute them as part of its products or services, as applicable.

Restrictions

ACME-1's usage rights are subject to the following restrictions:

- **No Modification:** ACME-1 shall not modify, adapt, or create derivative works based on the copyrighted works without the prior written consent of DocuPal Demo, LLC.
- **No Sublicensing:** ACME-1 is prohibited from sublicensing, renting, leasing, or otherwise transferring its rights under this license to any third party.
- **No Reverse Engineering:** ACME-1 shall not reverse engineer, decompile, or disassemble the software, if applicable, except to the extent expressly permitted by applicable law, and only after providing DocuPal Demo, LLC with prior written notice and an opportunity to provide the necessary information to achieve interoperability.

Scope of License

This license is limited to the specific uses outlined above and does not grant ACME-1 any other rights in the copyrighted works. All rights not expressly granted to ACME-1 are reserved by DocuPal Demo, LLC. ACME-1 acknowledges that DocuPal Demo, LLC retains all ownership rights, title, and interest in and to the copyrighted works, including all intellectual property rights. This license does not grant ACME-1 any right to use DocuPal Demo, LLC's trademarks, service marks, or trade names.

Term and Termination

The initial term of this Copyright License Agreement will be five (5) years, starting on the effective date.



Renewal

Following the initial five (5) year term, this Agreement will automatically renew for additional one (1) year terms. Either party can stop the automatic renewal. They must provide written notice of termination at least 60 days before the current term ends.

Termination

This Agreement may be terminated under the following circumstances:

- **Material Breach:** Either party may terminate this Agreement if the other party materially breaches any provision. The party must give written notice of the breach. The breaching party then has thirty (30) days to cure the breach after receiving the notice. If the breach is not cured within the thirty (30) day period, the Agreement can be terminated immediately.
- **Bankruptcy:** Either party may terminate this Agreement if the other party becomes insolvent. This includes filing for bankruptcy or having a receiver appointed.
- **Failure to Make Payments:** DocuPal Demo, LLC may terminate this Agreement if ACME-1 fails to make payments as outlined in the Royalty and Payment terms. DocuPal Demo, LLC must provide written notice. ACME-1 will have fifteen (15) days to make the payment after receiving the notice. If payment is not made, DocuPal Demo, LLC may terminate the agreement.

Payment and Royalties

ACME-1 will compensate Docupal Demo, LLC for the rights granted in this Agreement. This compensation will consist of royalty payments based on ACME-1's use of the licensed works.

Royalty Structure

ACME-1 will pay Docupal Demo, LLC a royalty of [Specify royalty structure, e.g., percentage of sales, fixed fee] on all revenue generated from the use of the licensed works. This includes, but is not limited to, revenue from sales, subscriptions, advertising, and any other form of commercial exploitation.



Payment Terms

Payments will be made quarterly. Each payment is due within 30 days of receipt of Docupal Demo, LLC's invoice. ACME-1 will make all payments via wire transfer to the account designated by Docupal Demo, LLC. All payments must be in United States Dollars (USD). Late payments will accrue interest at a rate of 1% per month, or the highest rate permitted by law, whichever is lower, until paid in full.

Reporting Obligations

ACME-1 will provide Docupal Demo, LLC with quarterly reports. These reports must detail the usage of the licensed works and the revenue generated from that use. The reports are due concurrently with the royalty payments. Each report must include the following information: a detailed breakdown of all revenue sources, the specific licensed works used, and the calculation of the royalty amount due. Docupal Demo, LLC has the right to audit ACME-1's records related to this agreement, with reasonable notice, to ensure compliance.

Warranties and Representations

Ownership and Authority

DocuPal Demo, LLC warrants that it possesses all right, title, and interest in and to the copyrighted works. We have the full right, power, and authority to grant this copyright license to ACME-1.

Absence of Infringement

DocuPal Demo, LLC represents that, to the best of its knowledge, the use of the copyrighted works as contemplated by this Agreement will not infringe upon or violate any intellectual property rights, or any other rights, of any third party. We are not aware of any claims or potential claims that would contradict this representation.



Indemnification and Liability

Indemnification by Licensor

DocuPal Demo, LLC will indemnify, defend, and hold harmless ACME-1, its officers, directors, employees, and agents from and against any and all claims, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any claim of copyright infringement based on ACME-1's authorized use of the licensed works under this Agreement. This indemnification obligation is contingent upon ACME-1 providing DocuPal Demo, LLC with prompt written notice of any such claim and providing DocuPal Demo, LLC with reasonable assistance and cooperation in the defense thereof.

Indemnification by Licensee

ACME-1 will indemnify, defend, and hold harmless DocuPal Demo, LLC, its officers, directors, employees, and agents from and against any and all claims, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to:

- ACME-1's unauthorized use of the licensed works.
- Any modifications made by ACME-1 to the licensed works without DocuPal Demo, LLC's prior written consent.
- ACME-1's breach of this Agreement.

This indemnification obligation is contingent upon DocuPal Demo, LLC providing ACME-1 with prompt written notice of any such claim and providing ACME-1 with reasonable assistance and cooperation in the defense thereof.

Limitation of Liability

Neither party shall be liable to the other for any indirect, incidental, consequential, special, or punitive damages arising out of or relating to this Agreement, even if such party has been advised of the possibility of such damages. DocuPal Demo, LLC's total liability to ACME-1 under this Agreement shall not exceed the total amount of royalties paid by ACME-1 to DocuPal Demo, LLC during the term of this Agreement. ACME-1 is responsible for any and all infringement claims arising from its use of the licensed works. This limitation of liability does not apply to damages arising from gross negligence or willful misconduct.



Confidentiality

Definition of Confidential Information

Both DocuPal Demo, LLC and ACME-1 agree that "Confidential Information" means any non-public, proprietary information disclosed by one party (the "Disclosing Party") to the other party (the "Receiving Party"), whether disclosed orally or disclosed in written, electronic, or other form, relating to the Disclosing Party's business. Confidential Information includes, but is not limited to, source code, pricing, and business plans.

Obligations

The Receiving Party must protect the Disclosing Party's Confidential Information with the same degree of care it uses to protect its own confidential information, but no less than reasonable care. The Receiving Party shall only use the Confidential Information for the purpose of fulfilling its obligations or exercising its rights under this Agreement. The Receiving Party will limit access to the Disclosing Party's Confidential Information to its employees, agents, or subcontractors who have a need to know the information to perform their duties related to this Agreement and who are bound by confidentiality obligations no less protective than those contained herein.

Term

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

Governing Law and Dispute Resolution

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



Dispute Resolution Process

The parties agree to first attempt to resolve any disputes arising out of or relating to this Agreement through good faith negotiation. If negotiation fails, the parties will then attempt to resolve the dispute through mediation, administered by a mutually agreed-upon mediator in Anytown, CA. If mediation is unsuccessful, any unresolved controversy or claim arising out of or relating to this Agreement shall be settled by binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The place of arbitration shall be Anytown, CA and the language of the arbitration shall be English. The arbitrator(s) will be selected by mutual agreement of the parties. If the parties cannot agree on an arbitrator, the selection will be made in accordance with the rules of the American Arbitration Association.

Ownership and Intellectual Property Rights

DocuPal Demo, LLC retains all right, title, and interest in and to the Copyrighted Works. This includes all associated copyrights, trademarks, trade secrets, and other intellectual property rights.

Copyright Ownership

ACME-1 acknowledges that DocuPal Demo, LLC is the sole and exclusive owner of the Copyrighted Works. ACME-1 further acknowledges the validity and enforceability of DocuPal Demo, LLC's rights.

No Transfer of Ownership

This Agreement grants ACME-1 only a limited license to use the Copyrighted Works as expressly set forth herein. Nothing in this Agreement shall be construed as a transfer of any ownership rights in the Copyrighted Works to ACME-1. ACME-1 gains no title, ownership, or any other interest in the Copyrighted Works beyond the specific license granted. All rights not expressly granted to ACME-1 are reserved by DocuPal Demo, LLC.



Usage Restrictions and Limitations

This license grants ACME-1 specific rights to use the copyrighted works. However, certain restrictions and limitations apply.

Prohibited Uses

ACME-1 is expressly prohibited from reverse engineering the licensed works. Creating derivative works based on the licensed materials is also forbidden without prior written consent from DocuPal Demo, LLC. Any use of the copyrighted works beyond the scope explicitly granted in this agreement is strictly prohibited.

Territorial Limitations

This license is valid only within the United States. ACME-1's usage of the copyrighted works is restricted to the geographical boundaries of the United States. Any use outside of this territory requires a separate agreement with DocuPal Demo, LLC.

Moral Rights

DocuPal Demo, LLC asserts its moral rights regarding the licensed copyrighted works. ACME-1 must acknowledge and respect these rights in all uses of the material. This includes the right of attribution and the right to prevent any distortion, mutilation, or other modification of the works that would be prejudicial to the honor or reputation of DocuPal Demo, LLC.

Amendments and Modifications

Amendments

This Agreement may be amended or modified at any time. Any changes, modifications, or amendments to this Agreement must be made in writing. All amendments must be executed and signed by duly authorized representatives of both DocuPal Demo, LLC and ACME-1 to be effective. Verbal agreements or informal communications will not be considered valid amendments or waivers of any provision of this Agreement.



Modifications

No modification of this Agreement, or waiver of any of its provisions, shall be binding unless made in writing and duly executed by both parties. This requirement for written approval applies, but is not limited to, any sublicense agreements. Both parties must provide written approval for any modifications to the terms outlined within this agreement.

Notices

All notices and other communications regarding this Agreement must be in writing.

Methods of Delivery

Notices are considered given when delivered by:

- Certified mail
- Email with confirmation of receipt

Notice Addresses

Notices must be sent to the following addresses:

If to Docupal Demo, LLC (Licensor):

23 Main St, Anytown, CA 90210

If to Acme, Inc (Licensee):

3751 Illinois Avenue, Wilsonville, Oregon – 97070, USA

