

Table of Contents

Introduction and Definitions	3
Introduction	3
Definitions	3
Grant of License	3
Scope of License	4
Geographic Limitation	4
Term of License	4
Restrictions	4
Content Ownership	5
License Fees and Payment Terms	5
Payment Schedule	5
Late Payment	5
Content Ownership and Intellectual Property Rights	5
Copyright	5
Usage Restrictions	6
Protection of Content	6
No Transfer of Rights	6
Permitted and Prohibited Uses	6
Permitted Uses	6
Prohibited Uses	6
Confidentiality and Data Protection	7
Confidential Information Handling	7
Data Protection Compliance	7
Warranties and Representations	7
Licensor Warranties	7
Licensee Representations	8
Indemnification and Liability	8
Indemnification	8
Limitation of Liability	8
Term and Termination	9
Term	9
Renewal	9
Termination	9



Post-Term Rights and Obligations	9
Content Usage	9
Content Deletion/Return	10
Confidentiality	10
Governing Law and Dispute Resolution	10
Governing Law	10
Dispute Resolution	10
Escalation	10
Arbitration	11
Miscellaneous Provisions	11
Assignment	11
Notices	11
Amendments	11
Governing Law	11
Entire Agreement	12
Severability	12
Signatures and Execution	12
Agreement	12
Execution	12



Introduction and Definitions

Introduction

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

The purpose of this Agreement is to set forth the terms and conditions under which Licensor grants to Licensee a license to use certain digital content. This Agreement defines the scope of permitted use, restrictions, and obligations of both parties.

Definitions

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

- **Content:** Means all digital assets provided by Licensor to Licensee, including but not limited to text, images, videos, software, and any associated documentation.
- **Licensee:** Means Acme, Inc, the party receiving the license to use the Content under the terms of this Agreement. Also referred to as "ACME-1."
- **Licensor:** Means DocuPal Demo, LLC, the party granting the license to use the Content under the terms of this Agreement.
- **Effective Date:** Means the date first written above.

Grant of License

DocuPal Demo, LLC ("Licensor") grants to Acme, Inc ("Licensee"), a non-exclusive license to use the content as defined in **Exhibit A**, subject to the terms and conditions of this Agreement.



Scope of License

This license allows ACME-1 to reproduce, distribute, and modify the content. These rights are specifically for internal use within ACME-1. Any external or commercial use is strictly prohibited under this license.

Geographic Limitation

The rights granted to ACME-1 under this license are limited to the United States. Any use of the content outside of the United States is not permitted and would constitute a breach of this Agreement.

Term of License

The term of this license begins on the Effective Date of this Agreement and continues for a period of five (5) years, unless terminated earlier as provided in this Agreement. Upon expiration or termination, ACME-1 must cease all use of the content and comply with the provisions outlined in the termination clause of this Agreement.

Restrictions

ACME-1 acknowledges that this is a non-exclusive license. DocuPal Demo, LLC retains all rights to the content not expressly granted to ACME-1 in this Agreement. ACME-1 is specifically prohibited from:

- Sublicensing the content to any third party.
- Using the content in any way that violates applicable laws or regulations.
- Removing or altering any copyright notices or other proprietary markings on the content.
- Using the content in a manner that competes with DocuPal Demo, LLC.

Content Ownership

DocuPal Demo, LLC retains all ownership of the licensed content. This Agreement grants ACME-1 only the right to use the content as specified herein and does not transfer any ownership rights to ACME-1.



License Fees and Payment Terms

The Licensee, ACME-1, will pay DocuPal Demo, LLC, the Licensor, a license fee for the rights granted in this Agreement. The annual license fee is \$5,000 USD. This fee is calculated based on the scope of the content licensed to ACME-1.

Payment Schedule

The annual license fee is due on January 1st of each year. All payments must be made in United States Dollars (USD).

Late Payment

Payments received after the due date will incur a late fee. The late fee is 5% of the outstanding amount per month. This fee will be applied for each month the payment is overdue.

Content Ownership and Intellectual Property Rights

DocuPal Demo, LLC retains full title to and ownership of all content provided under this Content License Agreement. This includes all copyrights and other intellectual property rights related to the content.

Copyright

The content is protected by copyright laws of the United States and international treaties. ACME-1 acknowledges that DocuPal Demo, LLC owns all legal rights, title, and interest in and to the content.

Usage Restrictions

ACME-1's rights to use the content are limited to those expressly granted in this Agreement. No ownership or exclusive license of any intellectual property rights is transferred to ACME-1. ACME-1 will not take any action that could infringe on the intellectual property rights of DocuPal Demo, LLC.



Protection of Content

ACME-1 agrees to protect the content from unauthorized use, reproduction, distribution, or modification. Any use of the content outside the scope of this Agreement is strictly prohibited and may result in legal action. DocuPal Demo, LLC reserves all rights not specifically granted to ACME-1.

No Transfer of Rights

This Agreement does not grant ACME-1 any right to sell, sublicense, or transfer the content to any third party. ACME-1 is solely responsible for ensuring that its employees and agents comply with these restrictions.

Permitted and Prohibited Uses

Permitted Uses

ACME-1 may use the licensed content for internal purposes. These permitted uses include:

- Internal training programs for ACME-1 employees.
- Creation of marketing materials to promote ACME-1's products or services.
- Incorporation into presentations delivered by ACME-1 representatives.

ACME-1 is allowed to modify the content, but only for internal use.

Prohibited Uses

ACME-1 is specifically prohibited from the following activities:

- **Public Distribution:** Distributing the content to the public without DocuPal Demo, LLC's prior written consent is not allowed.
- **Sublicensing:** ACME-1 cannot sublicense the content to any third party.
- **Redistribution:** ACME-1 is prohibited from redistributing the content, whether in its original or modified form, outside of ACME-1.



Confidentiality and Data Protection

Acme, Inc. (Licensee) acknowledges that certain content provided by DocuPal Demo, LLC (Licensor) may be considered confidential. Content marked as "Confidential" by DocuPal Demo, LLC will be treated as such under this agreement.

Confidential Information Handling

ACME-1 agrees to handle all confidential information with reasonable care. It must take necessary steps to protect this information from unauthorized disclosure. ACME-1 may only use the confidential information as permitted under this Content License Agreement.

Data Protection Compliance

ACME-1 will comply with all applicable data protection laws and regulations. This includes laws governing the collection, storage, processing, and transfer of data. ACME-1 is responsible for ensuring that its use of the licensed content adheres to these legal requirements.

Warranties and Representations

Licensor Warranties

DocuPal Demo, LLC warrants that it possesses all necessary rights and permissions to grant the license for the content as outlined in this Agreement. DocuPal Demo, LLC further warrants that the content provided does not infringe upon the intellectual property rights, copyrights, trademarks, or any other rights of any third party.

Licensee Representations

Acme, Inc represents and warrants that its use of the licensed content will comply with all applicable laws, rules, and regulations. ACME-1 acknowledges its responsibility to secure any necessary clearances, consents, or permissions required

for its specific use of the content beyond the scope of this license. ACME-1 will not use the content in any manner that could create legal liability for DocuPal Demo, LLC.

Indemnification and Liability

Indemnification

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, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to:

- ACME-1's unauthorized use of the content.
- ACME-1's breach of this Agreement.
- Any third-party claim that ACME-1's use of the content infringes any intellectual property or other right of any person or entity.

Limitation of Liability

To the maximum extent permitted by applicable law, in no event shall Docupal Demo, LLC be liable to ACME-1 for any indirect, incidental, special, consequential, or punitive damages (including, without limitation, damages for lost profits, lost revenue, lost data, or cost of procurement of substitute goods or services) however caused, whether in contract, tort (including negligence), strict liability, or otherwise, arising out of or relating to this agreement or the use of or inability to use the content, even if Docupal Demo, LLC has been advised of the possibility of such damages. Docupal Demo, LLC's total liability to ACME-1 for any and all claims arising out of or relating to this agreement shall not exceed the amount of fees paid by ACME-1 to Docupal Demo, LLC under this agreement during the twelve (12) months immediately preceding the date on which the claim arose.

Term and Termination

Term

This Agreement will begin on August 9, 2025 and continue for a period of five (5) years, unless terminated earlier as provided in this Agreement.



Renewal

ACME-1 may renew this Agreement for additional terms. To renew, ACME-1 must provide written notice to DocuPal Demo, LLC at least ninety (90) days before the end of the then-current term. The renewal will be subject to the same terms and conditions, unless otherwise agreed to in writing by both parties.

Termination

DocuPal Demo, LLC may terminate this Agreement if ACME-1 materially breaches any provision of this Agreement. Termination will be effective thirty (30) days after written notice of the breach, unless ACME-1 cures the breach within the thirty-day period. This Agreement will also terminate automatically if ACME-1 becomes insolvent.

Post-Term Rights and Obligations

Upon the termination of this Content License Agreement, ACME-1's rights to use the licensed content will immediately cease.

Content Usage

ACME-1 is prohibited from any further use, reproduction, distribution, or display of the content after the termination date. All rights granted to ACME-1 under this agreement will revert to DocuPal Demo, LLC.

Content Deletion/Return

Following termination, ACME-1 must either:

1. Delete all copies of the licensed content from its systems and storage devices.
2. Return all copies of the licensed content to DocuPal Demo, LLC.

ACME-1 will provide written certification to DocuPal Demo, LLC within ten (10) business days of the termination date, confirming that all content has been either deleted or returned as instructed.



Confidentiality

ACME-1's obligation to maintain the confidentiality of the licensed content, as outlined in the Confidentiality section of this agreement, will survive the termination of this agreement. This obligation remains in effect indefinitely, even after the agreement ends.

Governing Law and Dispute Resolution

Governing Law

This Content License Agreement is governed by the laws of the State of Delaware, without regard to its conflict of laws principles. This means that Delaware law will be used to interpret and enforce this agreement.

Dispute Resolution

Escalation

If a dispute arises related to this Agreement, both parties will first attempt to resolve it through good faith negotiations. The parties agree to escalate the dispute to their respective senior management. This provides an opportunity for resolution at a higher level within each organization.

Arbitration

If the escalation process does not resolve the dispute within thirty (30) days, the parties agree to submit the dispute to binding arbitration. The arbitration will take place in Anytown, California. It will be conducted under the rules of the American Arbitration Association. The arbitrator's decision will be final and binding on both parties. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction. Each party will bear its own costs and attorneys' fees associated with the arbitration. The parties will equally share the fees and expenses of the arbitrator.



Miscellaneous Provisions

Assignment

Licensee may not transfer or assign its rights or obligations under this Agreement to any third party. Any attempt to do so is void. Licensor may assign this Agreement to a subsidiary, parent company, or successor in interest.

Notices

All notices regarding this Agreement must be in writing. Notices are properly given when sent by email and confirmed by certified mail. Notices to Licensor should be sent to the address listed above, attention Legal Department, and via email to legal@docupaldemo.com. Notices to Licensee should be sent to the address listed above, attention Legal Department, and via email to legal@acme-1.com. Either party may change its notice address by giving written notice to the other party.

Amendments

This Agreement may only be amended by a written agreement signed by both Licensor and Licensee. No modification or waiver of any provision is valid unless it is in writing and properly signed.

Governing Law

The laws of the State of California govern this Agreement, without regard to its conflict of laws principles.

Entire Agreement

This Agreement constitutes the entire agreement between the parties. It supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, regarding its subject matter.



Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions will remain in full force and effect. The parties will negotiate in good faith to replace the invalid or unenforceable provision with a valid provision that achieves the original intent.

Signatures and Execution

This Content License Agreement becomes effective as of January 1, 2024, upon signature by the authorized representatives of both parties.

Agreement

By signing below, DocuPal Demo, LLC and ACME-1 acknowledge that they have read, understood, and agree to all the terms and conditions of this Content License Agreement.

	DocuPal Demo, LLC	ACME-1
Signature		
Printed Name		
Title		
Date		

Execution

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. Electronic signatures shall be accepted and treated as original signatures for all purposes related to this Agreement.

