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# Introduction and Purpose

This App Development 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, a business entity organized under the laws of the United States, with its principal address at 3751 Illinois Avenue, Wilsonville, Oregon - 97070 ("Client").

## Purpose of Agreement

The purpose of this Agreement is to set forth the terms and conditions under which DocuPal will develop a mobile application for ACME-1. This includes defining the scope of work, specifying the application's features, establishing timelines, outlining payment terms, and addressing intellectual property ownership. This Agreement aims to ensure a clear understanding between both parties. It details the rights, responsibilities, and obligations of DocuPal and ACME-1 throughout the application development process.

## Definitions and Interpretations

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

- **App:** Refers to the mobile application to be developed by DocuPal Demo, LLC for ACME-1, as described in **Appendix A**, including all its features, functionalities, and user interfaces.
- **Deliverable:** Means any tangible or intangible item that DocuPal Demo, LLC is required to provide to ACME-1 under this Agreement, including, but not limited to, software code, documentation, designs, and reports.
- **Milestone:** Represents a specific, identifiable point in the App development timeline, as outlined in **Appendix B**, upon the successful completion of which a corresponding payment will be due to DocuPal Demo, LLC.



- **Source Code:** Means the human-readable, machine-executable instructions that constitute the App, including all comments and associated documentation.

## Interpretation

Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular. Technical jargon within this Agreement will be interpreted according to industry-standard definitions and common usage within the software development field. All references to appendices refer to the appendices attached to this Agreement.

## Scope of Work and Deliverables

DocuPal Demo, LLC ("Producer") will develop a mobile application for Acme, Inc. ("Client") according to the specifications outlined in this agreement. The application will include the following core features and functionalities:

- **User Authentication:** Secure user login and registration process.
- **Data Storage:** Implementation of a database to store and manage user data.
- **Push Notifications:** Integration of a push notification service for user engagement and updates.
- **Reporting Dashboard:** A dashboard providing data visualization and reporting capabilities.

## Development Milestones and Deliverables

The project will be executed in phases, with specific deliverables at each milestone:

Milestone	Deliverable	Estimated Completion Date
Phase 1: Planning	Project Plan Document, Requirements Specification	2025-08-23
Phase 2: Design	UI/UX Design Mockups, System Architecture	2025-09-06
Phase 3: Development	Beta Version of the Application	2025-10-20



Milestone	Deliverable	Estimated Completion Date
Phase 4: Testing	Test Results, Bug Fixes	2025-11-03
Phase 5: Deployment	Final Application, Deployment Documentation	2025-11-17

## Acceptance Procedures

Acme, Inc. will conduct acceptance testing for each deliverable based on the documented specifications. This includes verifying that the application functions as intended and meets the agreed-upon requirements. ACME-1 will have a period of seven (7) business days to complete acceptance testing for each deliverable. If the deliverable meets the specifications, ACME-1 will provide written acceptance. If the deliverable does not meet the specifications, ACME-1 will provide a detailed list of defects. Producer will correct the defects and resubmit the deliverable for acceptance.

# Development Timeline and Milestones

## Project Timeline

This section outlines the key milestones and deadlines for the app development project. Acme, Inc. and DocuPal Demo, LLC agree to the following timeline for the completion of the mobile application.

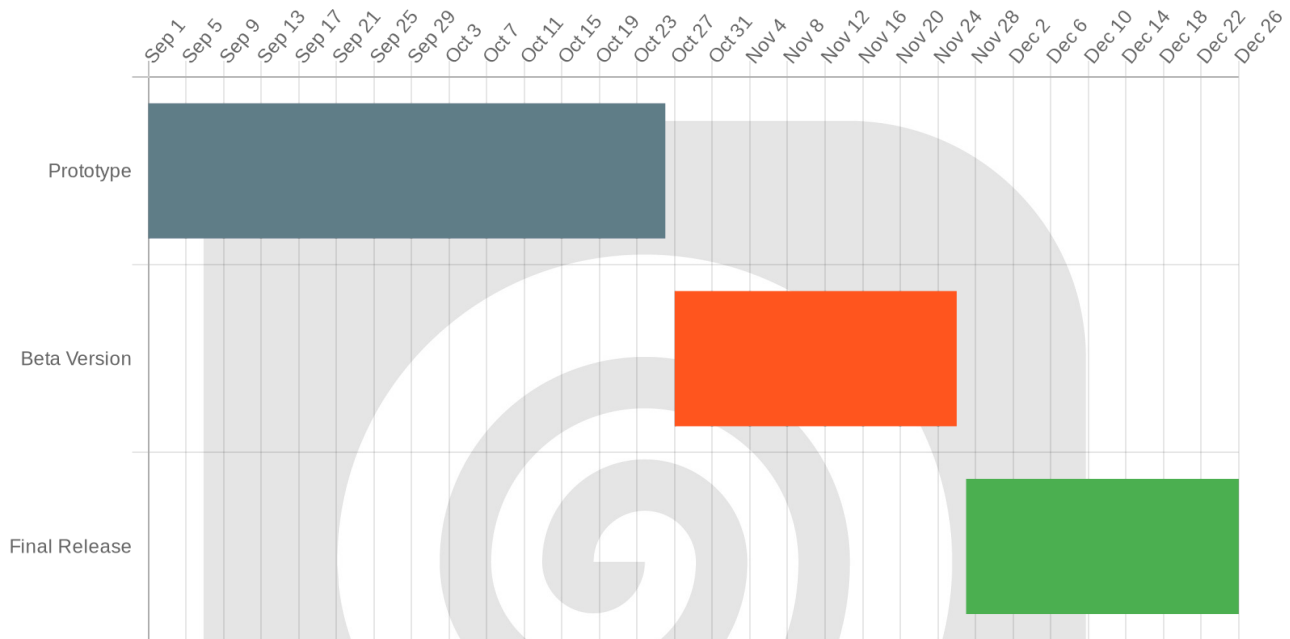
### Key Milestones and Deadlines

Milestone	Deadline
Prototype	October 26, 2024
Beta Version	November 26, 2024
Final Release	December 26, 2024



## Delay Management

DocuPal Demo, LLC will promptly notify Acme, Inc. of any potential delays. This notification must occur within 24 hours of identifying the potential delay. The notification must include a written explanation of the cause of the delay. It should also include a proposed revised timeline for project completion. Acme, Inc. will review the proposed revised timeline and provide feedback to DocuPal Demo, LLC.



## Payment Terms and Schedule

The total cost for the app development project is \$50,000 USD. Payments will be made in installments based on the completion of pre-defined milestones. ACME-1 will make payments to Docupal Demo, LLC according to the following schedule:

### Payment Schedule

Milestone	Payment Due	Amount (USD)
Upon signing of the agreement	Start Date	\$10,000
Completion of UI/UX Design	TBD	\$12,500
Completion of Backend Development	TBD	\$12,500



Milestone	Payment Due	Amount (USD)
Completion of Front-End Development	TBD	\$7,500
Final Testing and Deployment	TBD	\$7,500

## Payment Methods

ACME-1 can make payments via bank transfer or credit card. Docupal Demo, LLC will provide the necessary bank details for wire transfers. For credit card payments, Docupal Demo, LLC will send a secure payment link.

## Invoicing

Docupal Demo, LLC will send ACME-1 an invoice at least 5 business days before each payment is due. Each invoice will include the milestone achieved, the amount due, and the payment due date. ACME-1 is responsible for paying each invoice within 10 business days of the invoice date.

## Late Payment

If ACME-1 fails to make a payment within 10 business days of the due date, Docupal Demo, LLC reserves the right to suspend work on the project until the outstanding payment is received. A late payment fee of 1.5% per month will be applied to any overdue amounts. If payment is not received within 30 days of the original due date, Docupal Demo, LLC may terminate this agreement as per the termination clause outlined in this document.

# Intellectual Property Rights

## Ownership of the Application

ACME-1 will exclusively own all rights, title, and interest in and to the Application, including but not limited to the source code, object code, software, databases, data, information, visual interfaces, and all modifications, updates, and derivative works. This ownership extends to all intellectual property rights associated with the Application, including copyrights, trade secrets, and any patent rights.



## Rights Retained by DocuPal Demo, LLC

DocuPal Demo, LLC retains the right to use its general programming knowledge, skills, and experience acquired during the development of the Application. This includes the right to use and develop similar code, software, or applications for itself or other clients, provided that it does not directly incorporate or disclose ACME-1's proprietary information or the specific source code of the Application.

## Third-Party Components

The Application may incorporate third-party libraries or tools, such as Firebase and React Native. The use of such third-party components shall be subject to the terms and conditions of the respective licenses. ACME-1 is responsible for complying with all applicable third-party license terms. DocuPal Demo, LLC will use commercially reasonable efforts to ensure that all third-party components are properly licensed for ACME-1's intended use of the Application.

## ACME-1's Rights

ACME-1 retains all rights to the Application's concept, branding, and any pre-existing intellectual property incorporated into the Application. DocuPal Demo, LLC acknowledges that it has no right, title, or interest in or to ACME-1's pre-existing intellectual property.

## Delivery of Intellectual Property

Upon final payment, DocuPal Demo, LLC will deliver to ACME-1 all source code, documentation, and other materials related to the Application. DocuPal Demo, LLC will also provide ACME-1 with reasonable assistance in transferring the Application to ACME-1's servers or hosting environment.

# Confidentiality and Non-Disclosure

DocuPal Demo, LLC and ACME-1 acknowledge that during the term of this Agreement, each party may have access to confidential information belonging to the other party. This information includes, but is not limited to, client data, source code, and pricing. Both parties agree to treat such information as strictly confidential.





## Scope of Confidential Information

Confidential Information includes all non-public information, regardless of form, disclosed by either party to the other. It also encompasses information developed during the course of this Agreement that relates to either party's business.

## Obligations

Both DocuPal Demo, LLC and ACME-1 agree not to disclose the other party's Confidential Information to any third party. They will protect it with the same degree of care as they protect their own confidential information, but no less than reasonable care. Each party can only use the other's Confidential Information for the purposes of this Agreement.

## Term

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

# Warranties and Representations

## Developer Warranties

DocuPal Demo, LLC warrants that it has the necessary expertise and resources to develop the mobile application as described in this Agreement. We also warrant that we have the authority to enter into this Agreement and perform our obligations. The application will perform substantially according to the agreed-upon specifications. For 30 days following the application's release, we warrant that it will be free from critical errors.

## Client Warranties

ACME-1 warrants that it owns or has the legal right to use all the content and trademarks provided to DocuPal Demo, LLC for use in the application. ACME-1 also warrants that it has the authority to enter into this Agreement.



## Disclaimer

DocuPal Demo, LLC will not be liable for any indirect, incidental, or consequential damages arising out of or related to this Agreement or the use of the application. This limitation applies regardless of the cause of action, including breach of contract, negligence, or any other legal theory.

## Maintenance, Updates, and Support

Docupal Demo, LLC will provide maintenance and support for the application for a period of six (6) months following the application's release date. This post-launch support includes addressing bugs and implementing minor updates to ensure optimal performance.

### Scope of Support

The maintenance and support services encompass:

- **Bug Fixes:** Identifying and resolving any defects or errors that arise during the supported period.
- **Minor Updates:** Implementing small improvements and adjustments to enhance the application's functionality and user experience.

The services *exclude* the development of any new features or major modifications to the application's core functionality. Any requests for new features will be considered a separate project and will be subject to a new agreement.

### Response Time

Docupal Demo, LLC will use commercially reasonable efforts to respond to support requests within two (2) business days. Resolution times will vary depending on the complexity of the issue.

### Update Frequency

Updates will be released on an as-needed basis to address critical issues and implement minor improvements. Docupal Demo, LLC will notify ACME-1 prior to implementing any updates that may impact the application's functionality.



# Termination Conditions

This Agreement may be terminated under the following conditions:

## Termination for Breach

Either party may terminate this Agreement if the other party materially breaches its obligations. The breaching party will have thirty (30) days after written notice to cure the breach. If the breach is not cured within this period, the non-breaching party can terminate the Agreement immediately.

## Termination for Failure to Deliver

ACME-1 may terminate this Agreement if Docupal Demo, LLC fails to deliver key project milestones. ACME-1 will provide written notice and thirty (30) days to rectify the failure.

## Termination for Insolvency

Either party may terminate this Agreement if the other party becomes insolvent or enters into bankruptcy proceedings.

## Termination for Convenience

ACME-1 may terminate this agreement for any reason by providing Docupal Demo, LLC with 30 days written notice. If ACME-1 terminates for convenience, ACME-1 will pay Docupal Demo, LLC for all work performed and expenses incurred up to the termination date.

# Liability and Indemnification

## Limitation of Liability

DocuPal Demo, LLC will perform its services with reasonable care and skill. Our liability to ACME-1 for any claim arising out of this Agreement is limited to the total project cost. Under no circumstances will either party be liable for any indirect,



incidental, special, or consequential damages. This includes, but is not limited to, loss of profits, data, or use, even if advised of the possibility of such damages.

## 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 any third-party claim regarding:

- ACME-1's use of the developed application
- Any breach by ACME-1 of its obligations under this Agreement
- Infringement of any intellectual property rights by content provided by ACME-1 for use in the application.

This indemnification obligation survives the termination of this Agreement.

## Dispute Resolution

If a dispute arises related to this App Development Agreement, ACME-1 and DocuPal Demo, LLC will first try to resolve it through mediation. Both parties will select a mutually acceptable mediator. The mediation will occur in good faith.

## Arbitration

If mediation does not resolve the dispute within [Number] days, the parties agree to resolve the matter through binding arbitration. The arbitration will be conducted under the rules of the American Arbitration Association. A single arbitrator will be selected by mutual agreement. The arbitrator's decision will be final and legally binding. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitration will take place in Delaware. Each party will bear its own costs in arbitration, including attorney fees. The cost of the arbitrator will be split equally.



## Force Majeure

Neither DocuPal Demo, LLC nor ACME-1 will be liable for any failure to perform its obligations where such failure is a result of events beyond its reasonable control. These events include, but are not limited to, natural disasters, acts of war, terrorism, or strikes.

### Notification of Force Majeure

If a force majeure event occurs, the affected party must notify the other party in writing within five (5) days of the event's occurrence. This notice should include details about the event and its anticipated impact on the party's ability to perform its obligations under this Agreement.

### Relief from Performance

During the period that performance is prevented by a force majeure event, both DocuPal Demo, LLC and ACME-1's obligations under this Agreement will be suspended to the extent made impossible or impractical by such event. Each party will use reasonable efforts to mitigate the effects of the force majeure event and resume performance as soon as reasonably practicable. If the force majeure event continues for a period of thirty (30) days or more, either party may terminate this Agreement upon written notice to the other party.

## Miscellaneous Provisions

### Amendments

This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both DocuPal Demo, LLC and ACME-1. No modification, amendment, waiver, termination, or discharge of any provision of this Agreement will be binding upon either party unless confirmed by a written instrument signed by authorized representatives of both parties.



## Notices

All notices and other communications under this Agreement must be in writing. Notices will be considered duly given when sent by email to the designated contacts for each party.

## Assignment

Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party. Such consent will not be unreasonably withheld. However, DocuPal Demo, LLC may assign this Agreement to a successor in interest in the event of a merger, acquisition, or sale of substantially all of its assets.

# Signatures

## Agreement Execution

This App Development Agreement becomes effective on September 26, 2024. The expected completion date for the app development is December 26, 2024.

### DocuPal Demo, LLC

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

Name:

Title: CEO

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

### Acme, Inc (ACME-1)

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

Name:

Title: CEO

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





Please sign and date this App Development Agreement in the spaces provided above. Each party should retain a fully executed copy for their records. These signatures indicate agreement with all terms and conditions outlined within this document.

## About Us

### DocuPal Demo, LLC

DocuPal Demo, LLC, located at 23 Main St, Anytown, CA 90210, is a United States-based company. Our base currency is USD.

### Our Expertise

DocuPal Demo, LLC has a decade of experience in mobile application development. We focus on creating innovative and effective solutions for our clients. Our team is skilled in all stages of the app development process. This includes initial concept, design, development, testing, and deployment. We are committed to delivering high-quality applications that meet the unique needs of each client. We understand the importance of user experience and strive to create apps that are both functional and user-friendly. We stay up-to-date with the latest technologies and trends in the mobile app industry. This ensures that our clients receive cutting-edge solutions.

