**DOCUPAL**
Docupal Demo, LLC

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# Introduction and Purpose

This IT Services 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 ("Service Provider"), 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 ("Client").

The purpose of this Agreement is to set forth the terms and conditions under which Service Provider will provide certain IT services to Client. These services include, but are not limited to, IT support, system maintenance, and software development, as further defined in the Scope of Services. This Agreement outlines the responsibilities of each party, ensuring a clear understanding of expectations and obligations. It is intended to govern the relationship between Service Provider and Client, promoting a cooperative and efficient working environment.

## Scope

This Agreement details the provision of IT services by DocuPal Demo, LLC to Acme, Inc. It encompasses all aspects of the services, including performance metrics, payment schedules, and confidentiality requirements.

# Scope of Services

DocuPal Demo, LLC will provide IT services to ACME-1 as described below. These services ensure ACME-1's IT infrastructure operates efficiently.

## Specific Services

The IT services include:

- **Help Desk Support:** DocuPal Demo, LLC will provide help desk support to ACME-1. This support will address IT-related issues.
- **Server Maintenance:** DocuPal Demo, LLC will perform server maintenance. The goal is to ensure optimal server performance.

- **Custom Software Development:** DocuPal Demo, LLC will develop custom software. This will be based on ACME-1's specific requirements.
- **Cloud Infrastructure Management:** DocuPal Demo, LLC will manage ACME-1's cloud infrastructure. This ensures its reliability and security.

## Deliverables

DocuPal Demo, LLC will deliver the following items to ACME-1:

- **Software Applications:** Custom-developed software applications tailored to ACME-1's needs.
- **System Documentation:** Detailed documentation outlining the configuration and operation of systems.
- **Monthly Performance Reports:** Regular reports summarizing the performance of IT services.
- **Project Updates:** Periodic updates on the progress of ongoing projects.

## Exclusions

The following services are excluded from this agreement:

- **Hardware Repair:** Unless explicitly stated, hardware repairs are not included.
- **Out-of-Scope Services:** Any services that fall outside the agreed-upon project specifications are excluded. Any work outside of the SOW will require change management and mutual written agreement.

These exclusions clarify the boundaries of the services provided by DocuPal Demo, LLC to ACME-1. Any additional services requested by ACME-1 outside of this scope will be subject to a separate agreement or change order.

# Service Level Agreements (SLAs) and Performance Standards

DocuPal Demo, LLC will provide IT services to ACME-1 according to the following performance standards. We will measure our performance based on system uptime, response time, resolution time, and ACME-1's satisfaction.

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## System Uptime

We guarantee a system uptime of 99.9%. Uptime is measured monthly, excluding scheduled maintenance. DocuPal Demo, LLC will provide ACME-1 with notification of scheduled maintenance at least 48 hours in advance.

## Response Time

For critical issues, our target response time is within 1 hour. Response time is measured from when ACME-1 reports the issue to when DocuPal Demo, LLC acknowledges the issue and begins working on a resolution.

## Resolution Time

Resolution time depends on the complexity of the issue. DocuPal Demo, LLC will provide ACME-1 with an estimated time to resolution upon initial assessment. We will keep ACME-1 informed of our progress until the issue is resolved.

## Customer Satisfaction

We will regularly solicit feedback from ACME-1 to gauge satisfaction with our services. This feedback will be used to improve our performance.

## Remedies for Failure to Meet Standards

If DocuPal Demo, LLC fails to meet the uptime standard, ACME-1 will receive service credits. The amount of the service credit will be determined based on the duration and frequency of the downtime. If DocuPal Demo, LLC fails to meet the response time standard for critical issues, we will prioritize support and escalate the issue to senior technical staff.

# Payment Terms and Invoicing

Docupal Demo, LLC will invoice Acme, Inc according to the following terms. This section outlines the payment schedule, invoicing procedures, and penalties for late payments.

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## Pricing and Payment Schedule

Our pricing model includes both fixed monthly fees and milestone-based payments. Support services are subject to a fixed monthly fee, as detailed in **Exhibit A: Pricing Schedule**. Software development projects will follow a milestone-based payment schedule, outlined in the applicable Statement of Work.

## Invoicing Procedure

Docupal Demo, LLC will submit invoices to Acme, Inc monthly. The invoice will include a detailed breakdown of services rendered, referencing the relevant Statement of Work or service agreement. All invoices will be sent electronically to the address specified by Acme, Inc.

## Payment Terms

Payments are due within thirty (30) days of the invoice date. Acme, Inc will remit payments via electronic funds transfer (EFT) to the account designated on the invoice.

## Late Payment Penalties

Payments received after the due date will incur a late payment interest charge of 1.5% per month on the outstanding balance. This charge will be applied starting from the day following the due date until the payment is received in full. Docupal Demo, LLC reserves the right to suspend services if payments are not received within sixty (60) days of the invoice date.

# Confidentiality and Data Protection

Docupal Demo, LLC ("Docupal") and ACME-1 recognize the importance of protecting confidential information. This section outlines the obligations of both parties regarding the confidentiality and security of data shared during the term of this IT Services Agreement.

## Confidential Information

Confidential Information includes, but is not limited to:

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- Customer data belonging to ACME-1.
- Trade secrets of either Docupal or ACME-1.
- Proprietary software code and related documentation.
- Business strategies, financial information, and marketing plans.
- Any information clearly designated as confidential by either party.

## Data Handling and Security

Both Docupal and ACME-1 agree to handle Confidential Information with the utmost care. This includes:

- Storing Confidential Information securely, using industry-standard security measures.
- Restricting access to Confidential Information to authorized personnel only.
- Protecting Confidential Information against unauthorized disclosure, access, or use.
- Complying with all applicable data protection laws and regulations.
- Promptly notifying the other party of any suspected or actual breach of confidentiality.

## Consequences of Breach

Any breach of this Confidentiality and Data Protection section may result in:

- Termination of this IT Services Agreement.
- Legal action by the injured party to seek damages or injunctive relief.
- Reputational harm to the breaching party.

Both parties acknowledge that monetary damages may not be a sufficient remedy for a breach of confidentiality. Therefore, the non-breaching party shall be entitled to seek injunctive relief to prevent further unauthorized disclosure or use of Confidential Information. Upon termination of this Agreement, both parties will return or destroy all Confidential Information of the other party, as directed.

# Intellectual Property Rights

## Ownership of Deliverables

ACME-1 will own all intellectual property rights to deliverables specifically created by Docupal Demo, LLC for ACME-1 under this Agreement. Docupal Demo, LLC retains ownership of all pre-existing intellectual property rights in its tools, methodologies, and software.

## Pre-Existing Intellectual Property

Each party retains all rights, title, and interest in and to its pre-existing intellectual property, regardless of its use during the term of this Agreement. No rights to use pre-existing intellectual property are transferred except as explicitly stated in this Agreement.

## License Grant

Docupal Demo, LLC grants ACME-1 a non-exclusive, non-transferable license to use the software developed under this Agreement solely for its internal business operations. ACME-1 shall not sublicense, distribute, or modify the software without the prior written consent of Docupal Demo, LLC.

## Protection of Intellectual Property

Each party agrees to protect the other party's intellectual property rights. ACME-1 acknowledges that unauthorized use or disclosure of Docupal Demo, LLC's intellectual property would cause irreparable harm. Docupal Demo, LLC will take reasonable steps to protect ACME-1's intellectual property in the deliverables.

# Liability and Indemnification

## Limitation of Liability

DocuPal Demo, LLC's liability for any claim related to this agreement will be limited to the total fees ACME-1 has paid to DocuPal Demo, LLC under this agreement. DocuPal Demo, LLC will not be liable for any indirect, incidental, consequential, or

special damages, including loss of profits or business opportunities, even if advised of the possibility of such damages. This limitation applies regardless of the basis of the claim, whether in contract, tort, or otherwise. The total cumulative damages will not exceed the total contract value.

## Indemnification

### By DocuPal Demo, LLC

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 third-party claim that the services provided by DocuPal Demo, LLC infringe any patent, copyright, trademark, trade secret, or other intellectual property right of such third party.

### By ACME-1

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 misuse of the services provided under this agreement, or any use of the services not in accordance with the terms of this agreement or applicable law.

# Term and Termination

## Initial Term

This IT Services Agreement will begin on August 9, 2025, and continue for an initial term of one year.

## Termination

This Agreement may be terminated under the following conditions:

- **Material Breach:** Either Docupal Demo, LLC or ACME-1 may terminate this Agreement if the other party materially breaches any of its obligations, and such breach remains uncured thirty (30) days after written notice is provided to the breaching party.
- **Termination for Convenience:** ACME-1 may terminate this Agreement for any reason by providing Docupal Demo, LLC with thirty (30) days prior written notice.

## Effect of Termination

Upon termination of this Agreement for any reason, Docupal Demo, LLC will cease providing the Services, and ACME-1 will pay Docupal Demo, LLC for all Services performed up to the date of termination.

# Dispute Resolution

DocuPal Demo, LLC and ACME-1 agree to resolve any disputes arising under or related to this Agreement through the following methods.

## Initial Negotiation

Both parties will first attempt to resolve any dispute through good-faith negotiation. This involves a period of discussion and information exchange to reach a mutually agreeable solution.

## Mediation

If negotiation fails to resolve the dispute within thirty (30) days, the parties agree to submit the matter to mediation. The mediation will take place in Delaware, unless both parties agree to an alternative location. The parties will jointly appoint a mediator. If they cannot agree on a mediator, each party will select a mediator, and those two mediators will jointly select a third, who will serve as the mediator for the dispute. The costs of the mediation will be shared equally by both parties.

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## Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of law principles. The parties agree that any legal action or proceeding arising out of or relating to this Agreement shall be brought exclusively in the state or federal courts located in Delaware, and each party irrevocably submits to the jurisdiction of such courts.

# Change Management

This section outlines the process for managing changes to the IT Services Agreement. Changes may be required to the scope of services, timelines, or costs. All changes must follow the process described below to be valid.

### Change Request Submission

All change requests must be submitted in writing by either ACME-1 or Docupal Demo, LLC. The written request must detail the following:

- A complete description of the proposed change.
- The reason for the change.
- The anticipated impact on the services.
- Any known or expected effects on project cost.
- Any known or expected effects on project timelines.

### Change Request Approval

No change will be implemented unless both ACME-1 and Docupal Demo, LLC approve the change request in writing. Both parties will review the request and negotiate in good faith to reach an agreement.

### Impact on Cost and Timelines

Approved changes may impact project costs and timelines. The specific impact will be detailed and agreed upon in the change request approval. Docupal Demo, LLC will provide ACME-1 with a revised estimate of costs and timelines. This will happen before the implementation of any approved change. ACME-1 and Docupal Demo, LLC will work together to minimize any disruptions caused by the change.

# Warranties and Representations

DocuPal Demo, LLC warrants that all IT services will be delivered in a professional manner. These services will conform to industry standards. We assure compliance with GDPR regulations.

## Warranty Period

The warranties provided will remain active for a period of 90 days. This period begins after the date of service delivery.

## Client Representations

ACME-1 represents that it has the full right and authority to enter into this Agreement. ACME-1 will provide DocuPal Demo, LLC with the necessary access and information. This access and information must be needed to perform the IT services.

## Disclaimer

Except as expressly provided in this Agreement, DocuPal Demo, LLC makes no other warranties. This includes warranties, express or implied, regarding the services.

# Force Majeure

DocuPal Demo, LLC will not be liable for any failure to perform its obligations. This applies if the failure results from unforeseeable causes beyond its reasonable control. ACME-1 will also not be liable.

## Qualifying Events

These unforeseeable causes or events include:

- Natural disasters
- Acts of terrorism
- New government regulations

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### Handling of Affected Obligations

Obligations affected by a force majeure event will be suspended. This suspension lasts for the duration of the event.

### Notification

The affected party must notify the other within 10 days of the event's occurrence.

# Notices

All notices regarding this IT Services Agreement must be in writing.

### Methods of Communication

Acceptable methods for delivering notices are email and certified mail.

### Addressees

Notices to Docupal Demo, LLC must be addressed to its Legal Department at 23 Main St, Anytown, CA 90210. Notices to Acme, Inc. (ACME-1) must be addressed to its Legal Department at 3751 Illinois Avenue, Wilsonville, Oregon – 97070, USA.

### Effective Dates

Notices delivered by email are deemed effective on the date of delivery. Notices delivered by certified mail are deemed effective five (5) days after mailing.

# Miscellaneous Provisions

### Entire Agreement

This Agreement constitutes the entire agreement between DocuPal Demo, LLC and ACME-1 relating to the subject matter herein. It supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between DocuPal Demo, LLC and ACME-1 with respect to the IT services outlined herein.

## Amendments

No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by authorized representatives of both DocuPal Demo, LLC and ACME-1. Any such modification, amendment, or waiver will be effective only in the specific instance and for the specific purpose given.

## Assignment

Neither party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party. Any attempted assignment without such consent will be void and without effect.

## Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable for any reason, such provision will be adjusted rather than voided, if possible, to achieve the intent of the parties to the extent possible. The remaining provisions of this Agreement will continue in full force and effect as if such invalid, illegal, or unenforceable provision had never been contained herein, so long as the fundamental terms and conditions of this Agreement remain valid, legal, and enforceable.

# Signatures and Execution

This IT Services Agreement becomes effective on the date of the last signature.

## Authorization

Each party confirms that its signatory is authorized to enter into this Agreement.

## Signatures

**DocuPal Demo, LLC**

By:

Name: Title: CEO Date: 2025-08-09

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

By:

_____

Name: Title: CTO Date: 2025-08-09

## Execution

This Agreement may be executed in counterparts, each of which will be considered an original, but all of which together will constitute one and the same agreement. Signatures can be exchanged electronically, and electronic signatures are considered valid. To execute this agreement, each party should have their authorized signatory provide their signature above, along with their printed name, title, and the date of signing. Digital signature platforms or scanned copies of physical signatures are acceptable for the purpose of executing this agreement.