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Introduction and Purpose

This Maintenance and Support Agreement ("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 ("ACME-1").

Objective

The primary objective of this Agreement is to establish the terms and conditions under which DocuPal will provide maintenance and support services to ACME-1 for its critical business systems. This includes ACME-1's CRM system, website, and associated databases.

Scope

This Agreement outlines the specific services to be provided by DocuPal, including system maintenance, technical support, and issue resolution. It also defines the responsibilities of both parties, service level agreements (SLAs), payment terms, and other essential provisions to ensure the effective and efficient delivery of maintenance and support services. The aim is to minimize downtime and ensure the continued optimal performance of ACME-1's systems.

Definitions and Interpretations

For the purposes of this Maintenance and Support Agreement, the following terms shall have the meanings ascribed to them below:

- **Agreement:** Refers to this Maintenance and Support Agreement, including all schedules, exhibits, and amendments attached hereto.
- **DocuPal Demo, LLC:** Refers to DocuPal Demo, LLC, a company incorporated in the United States, with its principal place of business at 23 Main St, Anytown, CA 90210.



- **ACME-1:** Refers to Acme, Inc, a business entity with its principal place of business at 3751 Illinois Avenue, Wilsonville, Oregon – 97070, USA.
- **System(s):** Refers to the specific software, hardware, and related infrastructure covered under this Agreement, as detailed in **Exhibit A: Systems Covered**.
- **Maintenance Services:** Refers to the activities performed by DocuPal Demo, LLC to keep the System(s) in good working order, as described in **Exhibit B: Scope of Maintenance Services**.
- **Support Services:** Refers to the assistance provided by DocuPal Demo, LLC to ACME-1 in resolving issues and answering questions related to the System(s), as described in **Exhibit C: Scope of Support Services**.

Key Performance Indicators

- **Response Time:** The time elapsed between ACME-1's initial notification of an issue to DocuPal Demo, LLC and the acknowledgement of receipt of the notification by DocuPal Demo, LLC.
- **Resolution Time:** The time elapsed between ACME-1's initial notification of an issue to DocuPal Demo, LLC and the point at which the issue is resolved, and the System(s) are functioning according to specifications.
- **Uptime:** The percentage of time the System(s) are operational and available for use by ACME-1. Uptime is calculated on a monthly basis.
- **Availability:** Refers to the percentage of time the System(s) are accessible and functioning as designed, excluding scheduled maintenance windows. Availability targets are outlined in **Exhibit D: Service Level Agreement (SLA)**.

Scope of Maintenance and Support Services

DocuPal Demo, LLC will provide maintenance and support services to ACME-1 for the systems outlined in **Appendix A: Supported Systems**. Our services ensure the continued operation and availability of these systems.



Support Services Provided

We offer comprehensive support, including:

- **Bug Fixes:** Addressing and resolving software defects to maintain system stability.
- **Software Updates:** Providing updates, including minor enhancements and compatibility improvements.
- **Help Desk Support:** Offering phone and email support to assist with issue resolution and guidance.
- **Security Patching:** Applying security patches to protect against vulnerabilities and maintain system integrity.

Service Hours and Coverage

Our standard help desk support is available from 8 AM to 6 PM PST, Monday through Friday. For Severity 1 issues, we provide 24/7 coverage to ensure immediate attention and resolution. Severity levels are defined in **Appendix B: Service Level Agreements (SLAs)**.

Exclusions

The following items are specifically excluded from the scope of these services:

- Support for third-party software not explicitly listed in **Appendix A: Supported Systems**.
- On-site support, unless pre-approved in writing by DocuPal Demo, LLC.
- Issues arising from client misuse, improper operation, or unauthorized modifications to the supported systems. Any support needed due to such activities will be billed at our standard hourly rate, as detailed in **Appendix C: Pricing and Payment Terms**.
- Support related to hardware failures or malfunctions. This is the responsibility of ACME-1 or the hardware vendor.
- Custom development or modifications to the software beyond standard configuration and maintenance.

Maintenance Tasks

Regular maintenance tasks included in this agreement are:



- **System Monitoring:** Proactive monitoring of system performance and availability.
- **Log Analysis:** Reviewing system logs to identify potential issues and trends.
- **Database Maintenance:** Performing routine database maintenance tasks to ensure optimal performance.
- **Performance Tuning:** Optimizing system performance through configuration adjustments.
- **Preventative Maintenance:** Performing tasks aimed at preventing future issues and ensuring long-term system health.

Client Responsibilities

ACME-1 is responsible for:

- Providing accurate and detailed information regarding support requests.
- Maintaining a stable and supported operating environment.
- Ensuring that all users are trained on the proper use of the supported systems.
- Implementing and maintaining appropriate security measures to protect the systems from unauthorized access.
- Promptly reporting any suspected security breaches or vulnerabilities to DocuPal Demo, LLC.

Service Level Agreement (SLA)

DocuPal Demo, LLC commits to providing high-quality maintenance and support services to ACME-1. This Service Level Agreement (SLA) outlines the performance standards, response times, and uptime commitments associated with these services. It also details the remedies available to ACME-1 in the event that DocuPal Demo, LLC fails to meet these standards.

Performance Standards

DocuPal Demo, LLC will ensure that the systems covered under this agreement meet or exceed the following performance standards:

- **Uptime:** DocuPal Demo, LLC guarantees a 99.9% uptime for all covered systems. Uptime is measured by server response time.
- **Availability:** Availability is calculated as a percentage of total uptime.



Response and Resolution Times

DocuPal Demo, LLC will respond to and resolve support requests within the following timeframes, based on the severity level assigned to each request:

Severity Level	Description	Target Response Time	Target Resolution Time
1	Critical impact to business operations; system outage or major functionality severely impaired.	1 hour	4 hours
2	Significant impact to business operations; important functionality impaired.	4 hours	24 hours
3	Minor impact to business operations; non-critical functionality impaired or general inquiry/assistance.	8 hours	72 hours

SLA Breach Remedies

In the event that DocuPal Demo, LLC fails to meet the uptime or response/resolution time targets outlined in this SLA, ACME-1 will be entitled to service credits. These credits will be applied to ACME-1's next invoice. The specific amount of the service credits will be determined according to the schedule outlined in Schedule A of this agreement.

Reporting

DocuPal Demo, LLC will provide ACME-1 with monthly reports detailing uptime and availability performance. These reports will include data on server response times. The reports will also detail any SLA breaches that occurred during the month and the corresponding service credits issued.



Fees, Payment Terms, and Billing

DocuPal Demo, LLC will invoice Acme, Inc for maintenance and support services at a fixed monthly fee. This fee is based on the number of systems supported and the level of service required.

Invoicing and Payment

DocuPal Demo, LLC will issue invoices on the 1st of each month. Acme, Inc will remit payments within thirty (30) days of the invoice date. Payments can be made via ACH, wire transfer, or check to DocuPal Demo, LLC at 23 Main St, Anytown, CA 90210.

Fee Adjustments

DocuPal Demo, LLC may adjust the monthly fee annually. Adjustments will reflect any changes to the scope of services or increases in support volume. DocuPal Demo, LLC will notify Acme, Inc in writing at least thirty (30) days before any fee adjustment takes effect.

Expense Reimbursement

DocuPal Demo, LLC will include reimbursements for pre-approved expenses in the next monthly billing cycle following the date expenses were incurred. Acme, Inc must pre-approve all expenses exceeding one hundred US dollars (\$100.00).

Late Payments

If Acme, Inc fails to remit payment within thirty (30) days of the invoice date, DocuPal Demo, LLC may suspend services until the outstanding balance is paid in full. Late payments may also accrue interest at a rate of one and a half percent (1.5%) per month, or the highest rate permitted by law, whichever is lower.



Client and Provider Responsibilities

Client Responsibilities

Acme, Inc. will maintain a stable operating environment for the supported systems. They must promptly report any issues encountered to DocuPal Demo, LLC. ACME-1 agrees to provide detailed descriptions of all issues to facilitate efficient troubleshooting. Acme, Inc. is responsible for maintaining data security and complying with all relevant regulations. ACME-1 will also adhere to all agreed-upon security protocols.

Provider Responsibilities

DocuPal Demo, LLC will deliver maintenance and support services as outlined in this agreement. We will follow agreed-upon security protocols to protect ACME-1's data. DocuPal Demo, LLC will use commercially reasonable efforts to resolve reported issues within the agreed-upon SLAs.

Mutual Obligations

Both DocuPal Demo, LLC and Acme, Inc. recognize that cooperation is essential for successful maintenance and support. Acme, Inc. will grant DocuPal Demo, LLC with necessary access to systems for troubleshooting and maintenance. Both parties agree to maintain open and prompt communication regarding any issues or changes. DocuPal Demo, LLC will collaborate with ACME-1 to schedule maintenance activities to minimize disruptions. Both parties will designate appropriate personnel to facilitate communication and decision-making related to this agreement.

Incident Management and Escalation Procedures

DocuPal Demo, LLC will manage incidents to ensure timely resolution and minimal disruption to ACME-1's operations. This section outlines the procedures for incident logging, prioritization, and escalation.



Incident Reporting and Logging

ACME-1 will report incidents through the DocuPal Demo, LLC support portal. Each incident report should include a clear description of the issue, steps to reproduce it (if applicable), and the perceived impact on ACME-1's operations. Once reported, DocuPal Demo, LLC will log the incident in its tracking system.

Incident Prioritization

DocuPal Demo, LLC will prioritize incidents based on their severity, according to the following levels:

- **Severity 1 (Critical):** Incidents that cause a complete outage or severe degradation of essential services, impacting a large number of users.
- **Severity 2 (High):** Incidents that cause significant disruption to important services, affecting a limited number of users or a key business process.
- **Severity 3 (Normal):** Incidents that cause minor disruptions or inconveniences, with limited impact on operations.

Incident Escalation

Unresolved incidents will be escalated through the following levels to ensure proper attention and resolution:

- **Level 1: Help Desk:** The initial point of contact for incident resolution. The Help Desk will attempt to resolve the incident using documented procedures and knowledge base articles.
- **Level 2: Senior Support Engineer:** If the Help Desk cannot resolve a Severity 1 incident, it will be escalated to a Senior Support Engineer within 2 hours. The Senior Support Engineer has more specialized knowledge and experience to address complex issues.
- **Level 3: Technical Lead:** If the Senior Support Engineer cannot resolve a Severity 1 or Severity 2 incident, it will be escalated to the Technical Lead within 4 hours. The Technical Lead will provide expert guidance and coordinate resources to resolve the incident.



Warranty and Disclaimer

DocuPal Demo, LLC warrants that all maintenance and support services will be performed in a professional and workmanlike manner. These services will align with generally accepted industry standards and practices. This warranty is valid from the date the specific service is completed.

Disclaimer of Liability

DocuPal Demo, LLC's liability is limited regarding the outcomes of the services provided. DocuPal Demo, LLC is not liable for any indirect, incidental, or consequential damages arising from the provision of services under this Agreement. This includes, but is not limited to, loss of profits, loss of data, business interruption, or other commercial damages. ACME-1 acknowledges that the systems and software supported under this agreement are complex. ACME-1 agrees that DocuPal Demo, LLC is not responsible for issues that arise from pre-existing conditions or ACME-1's improper use.

Confidentiality and Data Protection

DocuPal Demo, LLC and ACME-1 acknowledge that during the term of this Agreement, both parties may have access to confidential information belonging to the other party. This information may include, but is not limited to, business plans, customer data, technical information, and financial records.

Confidentiality

Both parties agree to protect confidential information in accordance with the terms of the Non-Disclosure Agreement (NDA) executed separately. Each party will use the same degree of care to protect the other party's confidential information as it uses to protect its own confidential information of a similar nature, but in no event less than reasonable care.



Data Protection

Both parties will comply with all applicable data privacy regulations, including the General Data Protection Regulation (GDPR) and the California Consumer Privacy Act (CCPA). DocuPal Demo, LLC will implement and maintain appropriate technical and organizational measures to protect ACME-1's data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or access.

Data Breach Notification

In the event of a data breach involving ACME-1's data, DocuPal Demo, LLC will notify ACME-1 within 72 hours of discovery, as required by applicable law. The notification will include relevant details of the breach, including the nature of the breach, the data affected, and the steps taken to mitigate the impact. DocuPal Demo, LLC will also cooperate with ACME-1 in any investigation or remediation efforts related to the breach.

Term, Renewal, and Termination

Term

This Maintenance and Support Agreement will begin on January 1, 2024. The initial term of this agreement will last for one year.

Renewal

Following the initial one-year term, this agreement will automatically renew. Renewal terms will each be for one year. Either party can prevent renewal. To do so, written notice must be provided. The notice must be given at least 90 days before the then-current term expires.

Termination

Either party may terminate this agreement. A written notice of termination is required. The notice must be provided to the other party at least 90 days prior to the intended termination date. Upon termination, ACME-1 will pay Docupal Demo, LLC for all services provided up to the termination date.



Limitation of Liability

DocuPal Demo, LLC strives to provide reliable maintenance and support services. However, unforeseen issues can arise. This section clarifies the extent of our liability to ACME-1.

General Limitation

DocuPal Demo, LLC's liability for any claim related to this agreement is limited. This limitation applies regardless of the form of action, whether in contract, tort, or otherwise.

Cap on Liability

The total liability of DocuPal Demo, LLC will not exceed the total fees ACME-1 paid to DocuPal Demo, LLC under this agreement. This is calculated for the twelve (12) months immediately preceding the event that caused the liability.

Indemnification

ACME-1 agrees to indemnify and hold harmless DocuPal Demo, LLC. This includes any claims, losses, damages, liabilities, and expenses (including attorney's fees) arising out of or related to ACME-1's use of the supported systems. This indemnification covers any claims made by third parties.

Force Majeure

Neither DocuPal Demo, LLC nor ACME-1 will be liable for any failure to perform its obligations under this Agreement if that failure results from circumstances beyond its reasonable control. Such circumstances include, but are not limited to, natural disasters, acts of terrorism, war, labor strikes, and government regulations.

Impact of Force Majeure

If a force majeure event occurs, the affected party's obligations will be suspended for the duration of the event. The time for performance will be extended by a period equal to the duration of the force majeure event.



Amendments and Modifications

This Agreement may be amended or modified at any time by mutual written consent of Docupal Demo, LLC and ACME-1.

Amendment Procedure

Any proposed changes to this Agreement must be submitted in writing to the other party. The proposed amendment should clearly state the specific provisions to be changed and the desired modification. Both Docupal Demo, LLC and ACME-1 will review the proposed changes and negotiate in good faith to reach a mutually acceptable agreement. No amendment, modification, or waiver of any provision of this Agreement will be effective unless it is in writing and signed by authorized representatives of both Docupal Demo, LLC and ACME-1. Oral agreements or understandings will not be binding. Once an amendment is agreed upon and properly executed, it will become an integral part of this Agreement and will be binding on both parties. No unilateral changes to this agreement are permitted.

Dispute Resolution

The parties will attempt to resolve any dispute related to this Agreement through good-faith negotiations. If informal efforts fail, the parties agree to the following process.

Mediation

First, the parties will try to settle their dispute through mediation. They will jointly select a neutral mediator. The mediation will take place in Los Angeles County, California. Both parties will share the costs of mediation equally.

Arbitration

If mediation does not resolve the dispute within 60 days, the parties agree to submit the dispute to binding arbitration. The arbitration will be conducted under the rules of the American Arbitration Association. A single arbitrator will be selected by mutual agreement. If the parties cannot agree on an arbitrator, the American Arbitration Association will appoint one. The arbitration will also take place in Los



Angeles County, California. The arbitrator's decision will be final and binding. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction.

Governing Law and Venue

The laws of the State of California govern this Agreement. The venue for any legal action arising out of this Agreement will be in Los Angeles County, California.

Governing Law

This Agreement will be governed by and construed in accordance with the laws of the State of California. This applies to all matters, including interpretation, validity, performance, and enforcement.

Forum

Any legal suit, action, or proceeding arising out of or relating to this Agreement must be instituted in the Los Angeles County Superior Court. Each party submits to the exclusive jurisdiction of such court in any such suit, action, or proceeding.

Signatures and Execution

This Maintenance and Support Agreement becomes effective as of the date of the last signature below.

Agreement

DocuPal Demo, LLC and Acme, Inc. indicate their agreement to all terms and conditions contained within this document by their signatures below, through their duly authorized representatives.

	DocuPal Demo, LLC	Acme, Inc
Signature		
Printed Name	[Name]	[Name]
Title	[Title]	[Title]

	DocuPal Demo, LLC	Acme, Inc
Date	August 9, 2025	August 9, 2025

