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# Introduction

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

The purpose of this Agreement is to establish a framework for the secure and lawful sharing of data between DocuPal and ACME-1. This data sharing is intended to improve the efficiency of document processing. Both parties recognize the importance of protecting the confidentiality, integrity, and availability of shared data. This Agreement outlines the responsibilities of each party with respect to data governance, security, and compliance with applicable laws and regulations, including but not limited to GDPR and CCPA.

## Definitions and Interpretations

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

- **Data** means any and all information, regardless of form, including but not limited to documents, records, files, images, and data sets, provided by Docupal Demo, LLC to ACME-1, or vice versa, under this Agreement.
- **Shared Data** means the specific subset of Data identified in Exhibit A, which the Parties have agreed to share for the Permitted Use.
- **Use** means any operation performed on the Data, including but not limited to accessing, collecting, recording, organizing, structuring, storing, adapting, altering, retrieving, consulting, disclosing, disseminating, combining, restricting, erasing, or destroying.
- **Permitted Use** means the specific purposes for which ACME-1 is authorized to Use the Shared Data, as detailed in Section 2 of this Agreement. This is strictly limited to improving document processing efficiency.
- **Confidential Information** means any Data or information, regardless of form, disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party") that is designated as confidential or that reasonably should



be understood to be confidential given the nature of the information and the circumstances of disclosure.

- **Data Protection Frameworks** means all applicable laws, regulations, and standards relating to the protection of personal data, including but not limited to the General Data Protection Regulation (GDPR) and the California Consumer Privacy Act (CCPA).

## Interpretation

In this Agreement, unless the context otherwise requires:

- The singular includes the plural and vice versa.
- References to a person include an individual, company, corporation, or other body corporate.
- "Including" means "including without limitation."
- Headings are for convenience only and do not affect the interpretation of this Agreement.
- Any questions or requests for clarification regarding the interpretation of this Agreement shall be directed to the designated contacts identified in Section 12.

## Purpose and Scope of Data Sharing

This Data Sharing Agreement enables DocuPal Demo, LLC and ACME-1 to share specific data. The goal is to improve document processing efficiency for both parties. Docupal Demo, LLC will use the data to enhance its document processing algorithms. ACME-1 will use the data for internal analysis.

## Data Types

The data shared will include:

- Document metadata.
- Anonymized document content.
- Usage statistics.



## Intended Use

DocuPal Demo, LLC will use the shared data to train and refine its document processing algorithms. This includes improving accuracy, speed, and overall performance of its services. ACME-1 will use the shared data for their own internal analysis. This may include assessing document processing workflows and identifying areas for improvement.

## Scope

This agreement covers data sharing strictly for the purposes described above. Any other use of the data requires prior written consent from both DocuPal Demo, LLC and ACME-1. The scope is limited to the data types explicitly listed. It also includes the specific uses defined in this section.

## Data Access and Use Rights

This section defines the rights and responsibilities of both DocuPal Demo, LLC and ACME-1 regarding the access and use of shared data. Both parties commit to upholding these terms to ensure data security and ethical use.

### Access Permissions

Access to the shared data will be limited to designated employees of both DocuPal Demo, LLC and ACME-1. These employees must have a legitimate business need to access the data for the purposes outlined in this agreement. Each party will maintain a list of authorized personnel and will promptly notify the other party of any changes. Access controls, including user authentication and authorization mechanisms, will be implemented to restrict data access to authorized individuals only.

### Usage Limitations

The shared data may only be used for the purposes of improving document processing efficiency as defined in this agreement. ACME-1 is prohibited from reselling the data, in whole or in part, to any third party. Reverse engineering of any algorithms or processes developed using the shared data is strictly prohibited. The data will not be used for any purpose that is unlawful, discriminatory, or harmful.



## Data Handling Responsibilities

Both DocuPal Demo, LLC and ACME-1 are responsible for maintaining the confidentiality and security of the shared data. Each party must implement appropriate technical and organizational measures to protect the data from unauthorized access, use, or disclosure. Any data security incidents or breaches must be promptly reported to the other party. Data must be handled in compliance with all applicable data protection laws and regulations, including GDPR and CCPA.

## Confidentiality and Data Protection

Docupal Demo, LLC and ACME-1 acknowledge that shared data may contain confidential information. Both parties agree to protect this data. This includes maintaining its confidentiality and preventing unauthorized access, use, or disclosure.

### Confidentiality Obligations

Each party must treat the other's data as confidential. Industry-standard security measures must be implemented. These measures will protect the data from unauthorized access, use, or disclosure. Confidential information will only be used for the purposes outlined in this agreement. It will not be disclosed to third parties without prior written consent.

### Data Protection

Both Docupal Demo, LLC and ACME-1 must comply with all applicable data protection laws and regulations. This includes, but is not limited to, the General Data Protection Regulation (GDPR) and the California Consumer Privacy Act (CCPA). Each party is responsible for ensuring that its data processing activities are lawful and transparent. This includes providing data subjects with the necessary information about how their data is processed.

### Data Breach Response

In the event of a data breach, the affected party will promptly notify the other party. They will also cooperate to mitigate the impact of the breach. This includes taking steps to prevent future breaches.





## Data Breach Risk Levels and Mitigation

# Intellectual Property Rights

## Ownership of Data

Acme, Inc. retains full ownership of all original data shared under this Agreement. DocuPal Demo, LLC acknowledges that it has no ownership rights to the original data.

## Derivative Data

DocuPal Demo, LLC owns all intellectual property rights in any derivative data created or developed as a result of processing the original data. Derivative data includes, but is not limited to, analyses, reports, models, and algorithms.

## Licensing

DocuPal Demo, LLC grants Acme, Inc. a non-exclusive, royalty-free license to use the derivative data. This license allows Acme, Inc. to use the derivative data solely for its internal business purposes. Acme, Inc. is not permitted to sublicense, distribute, or sell the derivative data to any third party without the express written consent of DocuPal Demo, LLC.

## Protection of Intellectual Property

Each party agrees to take reasonable steps to protect the other party's intellectual property rights. This includes implementing appropriate security measures to prevent unauthorized access, use, or disclosure of the data and derivative data.

# Data Security Measures

DocuPal Demo, LLC is committed to protecting the confidentiality, integrity, and availability of ACME-1's data. We maintain robust technical and organizational security measures. These measures are designed to prevent unauthorized access, use, or disclosure of data.



## Security Controls

We employ several key security controls:

- **Encryption:** Data is encrypted both at rest and during transit. This protects data from unauthorized access if intercepted or accessed without permission.
- **Access Controls:** Access to data is strictly controlled. Only authorized personnel have access. Permissions are granted based on the principle of least privilege.
- **Regular Security Audits:** We conduct regular security audits to identify and address vulnerabilities. These audits ensure our security measures remain effective.

## Data Integrity and Confidentiality

To ensure data integrity, we perform regular data validation checks. This helps maintain accuracy. We also adhere to strict security protocols. This maintains data confidentiality.

## Planned Security Upgrades

DocuPal Demo, LLC will execute security upgrades according to the following timeline:

## Technical and Organizational Practices

DocuPal Demo, LLC implements a range of technical and organizational measures to protect data. These include:

- **Data Loss Prevention (DLP):** DLP tools monitor and prevent sensitive data from leaving our control.
- **Intrusion Detection and Prevention Systems (IDPS):** IDPS monitor network traffic for malicious activity. They automatically block or alert security personnel to potential threats.
- **Security Awareness Training:** All employees receive regular security awareness training. This training covers topics such as phishing, malware, and data handling procedures.
- **Incident Response Plan:** We maintain a detailed incident response plan. This plan outlines the steps to take in the event of a security breach. It ensures a swift and effective response.





- **Vulnerability Management:** We regularly scan for vulnerabilities in our systems and applications. Patches are applied promptly to address any identified weaknesses.
- **Physical Security:** Our facilities are protected by physical security measures. These include access controls, surveillance, and alarm systems.
- **Data Backup and Recovery:** We perform regular data backups. These backups are stored securely offsite. This ensures data can be recovered in the event of a disaster.
- **Network Segmentation:** Our network is segmented to isolate sensitive data. This limits the impact of a potential security breach.
- **Multi-Factor Authentication (MFA):** MFA is required for access to sensitive systems and data. This adds an extra layer of security.
- **Data Minimization:** We only collect and retain the data necessary for the specified purpose. This reduces the risk of data breaches.
- **Secure Configuration Management:** We maintain secure configurations for all systems and applications. This reduces the risk of vulnerabilities.

## Compliance with Laws and Regulations

DocuPal Demo, LLC and ACME-1 will each comply with all applicable laws and regulations regarding the collection, processing, storage, and sharing of data under this Data Sharing Agreement. This includes, but is not limited to, data protection and privacy laws.

### Data Protection Frameworks

Both parties acknowledge that the data shared under this agreement may be subject to various data protection laws. These laws include, but are not limited to, the General Data Protection Regulation (GDPR) and the California Consumer Privacy Act (CCPA). Each party will ensure that its data handling practices align with the requirements of these frameworks.

### Compliance Monitoring and Enforcement

To ensure ongoing compliance, both DocuPal Demo, LLC and ACME-1 will conduct regular audits of their data sharing practices. Data protection impact assessments will be performed to identify and mitigate potential risks to data privacy. Each party will designate a Data Protection Officer (DPO) responsible for overseeing data protection compliance and addressing any related concerns.



# Liability and Indemnification

## Liability

Each party is responsible for its actions related to this Data Sharing Agreement. Docupal Demo, LLC and ACME-1 will each be liable for any breaches of this agreement. This liability applies only when the breach is a direct result of that party's negligence or willful misconduct.

## Indemnification

Each party agrees to indemnify the other. This means that if one party's breach of this agreement leads to legal claims, demands, or actions against the other party, the breaching party will cover the costs. These costs include any losses, damages, liabilities, and expenses—including reasonable attorney's fees—that the other party incurs as a result of the breach. The indemnified party will promptly notify the other party of any claim.

# Data Retention and Return or Destruction

Docupal Demo, LLC will retain shared data from ACME-1 for a period of three years following its receipt, unless otherwise required by law. This retention period allows for ongoing analysis, model refinement, and the fulfillment of the purpose outlined in this Data Sharing Agreement.

## Data Return or Destruction

Upon termination or expiration of this Agreement, or at ACME-1's earlier request, Docupal Demo, LLC will either return all shared data to ACME-1 or securely destroy it. Data destruction will be performed using secure deletion methods to prevent any possibility of data recovery. Docupal Demo, LLC will provide written certification of data destruction to ACME-1 upon completion. The specific method of return or destruction will be determined based on mutual agreement between both parties, considering factors such as data volume, security requirements, and applicable regulations.



# Audit and Monitoring

## Compliance Verification

To ensure adherence to the terms of this Data Sharing Agreement, both Docupal Demo, LLC and ACME-1 retain the right to verify compliance. This verification may include regular audits and the provision of compliance reports. Data Protection Impact Assessments (DPIAs) may also be conducted.

## Audit Rights and Responsibilities

Each party has the right to audit the other's compliance with the obligations outlined in this agreement. The auditing party is responsible for providing reasonable notice to the other party prior to conducting an audit. The party being audited will cooperate fully and provide access to relevant records and personnel. Audits will be conducted during normal business hours and in a manner that does not unreasonably disrupt the other party's operations. The findings of any audit will be documented and shared with both parties. Each party will address any deficiencies identified during an audit in a timely and appropriate manner.

# Term and Termination

## Agreement Term

This Data Sharing Agreement will begin on August 9, 2025. The initial term of this Agreement will be three (3) years.

## Renewal

Following the initial three (3) year term, this Agreement will automatically renew. Renewal terms will be for successive one (1) year periods. This automatic renewal will continue unless either party provides written notice of termination. Such notice must be given at least ninety (90) days prior to the end of the then-current term.

## Termination

Either party may terminate this Agreement under the following conditions:

- **Material Breach:** If either party materially breaches any provision of this Agreement, the other party may terminate. Termination requires thirty (30) days written notice, giving the breaching party opportunity to cure the breach.
- **Legal Requirements:** If any law, regulation, or legal requirement makes the data sharing contemplated by this agreement illegal or impossible, either party may terminate the agreement immediately with written notice.
- **Bankruptcy:** Either party may terminate this Agreement immediately if the other party becomes insolvent, enters bankruptcy, or is subject to any similar proceeding.

## Dispute Resolution

The parties will first attempt to resolve any disputes arising out of or relating to this Agreement through good faith negotiations.

### Mediation

If negotiation fails, the parties agree to submit the dispute to mediation. The mediation will take place in Anytown, CA, unless both parties agree to a different 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 select a third, who will serve as the mediator. The mediation will be non-binding.

### Arbitration

If mediation is unsuccessful, either party may initiate binding arbitration. The arbitration will be conducted in accordance with the rules of the American Arbitration Association. The arbitration will take place in Anytown, CA, unless both parties agree to a different location. The decision of the arbitrator will be final and binding on both parties. Each party will bear its own costs of arbitration, and the parties will share equally the costs of the arbitrator.



# Miscellaneous Provisions

## Amendments

This Data Sharing 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 of, or supplement to this Agreement will be effective unless and until made in writing and duly executed by both parties.

## Assignment

Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall 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.

## Notices

All notices and other communications under this Agreement must be in writing and will be considered duly given when (a) delivered personally, (b) sent by certified or registered mail, return receipt requested, or (c) sent by a nationally recognized overnight courier service, to the addresses set forth in the introductory section of this Agreement, or to such other address as either party may designate in writing from time to time.

## Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles. The parties consent to the exclusive jurisdiction of the state and federal courts located in Delaware for the resolution of any disputes arising out of or relating to this Agreement.

## Signatures

This Data Sharing Agreement is effective as of [Date] and will expire on [Date], unless terminated earlier as provided herein.



## Acceptance

By signing below, Docupal Demo, LLC and ACME-1 agree to all the terms and conditions of this Data Sharing Agreement.

### Docupal Demo, LLC

Signature:	
Name:	[Name]
Title:	[Title]
Date:	

### Acme, Inc (ACME-1)

Signature:	
Name:	[Name]
Title:	[Title]
Date:	

Each party has caused this Data Sharing Agreement to be executed by its duly authorized representative as of the date first written above. This agreement confirms mutual understanding and commitment to the secure and responsible sharing of data as outlined within this document. It serves as a testament to both parties' dedication to maintaining data integrity, privacy, and compliance with all applicable regulations. Both Docupal Demo, LLC, and ACME-1 acknowledge their responsibilities in upholding the principles and guidelines established herein, ensuring a collaborative and trustworthy data-sharing environment.

