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# Introduction and Definitions

## Introduction

This API License Agreement (the "Agreement") is made and entered into as of August 9, 2025, by and between Docupal Demo, LLC, a company located at 23 Main St, Anytown, CA 90210 ("Licensor"), and Acme, Inc, located at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA ("Licensee"). This Agreement sets forth the terms and conditions under which the Licensor grants the Licensee a license to use its API.

## Definitions

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

- **API:** Application Programming Interface provided by Licensor.
- **Licensee:** Acme, Inc, the business entity receiving the license to use the API.
- **Licensor:** Docupal Demo, LLC, the company providing the API for licensing.
- **Confidential Information:** Any proprietary information shared between the parties.
- **Documentation:** All written materials related to the API provided by Licensor.
- **Derivative Work:** A work based upon or derived from the API.

## License Grant

Docupal Demo, LLC grants to ACME-1 a non-exclusive, limited license to access and use the API. ACME-1 may utilize the API solely for its internal business operations. This license is subject to the terms and conditions outlined in this Agreement.

## Scope of License

The license allows ACME-1 to integrate the API into its systems and applications. This integration must align with the permitted use cases defined in the Documentation. The Documentation provides details on acceptable API functionalities and implementation guidelines.



## Usage Restrictions

ACME-1's usage of the API is subject to specific restrictions:

- **Geographic Limitation:** The API may only be accessed and used within the United States.
- **Call Volume:** The total number of API calls made by ACME-1 shall not exceed 1,000,000 per month. Additional calls exceeding this limit may be subject to additional charges as described in Exhibit A - Pricing.
- **Compliance:** ACME-1 shall comply with all applicable laws and regulations while using the API.

## Permitted Use

ACME-1 is authorized to use the API for the following purposes:

- Automating internal workflows
- Integrating data with internal systems
- Developing internal applications to enhance business processes

Any other use is prohibited without prior written consent from Docupal Demo, LLC.

## Prohibited Use

ACME-1 is expressly prohibited from:

- Sublicensing, reselling, or distributing the API to third parties.
- Using the API for any illegal or unauthorized purpose.
- Attempting to reverse engineer, decompile, or disassemble the API.
- Circumventing any security measures or access controls implemented by Docupal Demo, LLC.
- Using the API in a manner that could damage, disable, overburden, or impair Docupal Demo, LLC's systems or infrastructure.
- Using the API to develop a competitive product or service.

Docupal Demo, LLC reserves the right to monitor ACME-1's usage of the API to ensure compliance with these terms. Violation of these terms may result in immediate termination of this license.



# Usage Restrictions

ACME-1 is granted a limited, non-exclusive, and non-transferable license to use the API. This license is subject to the restrictions outlined below.

## Prohibited Activities

ACME-1 must NOT:

- Modify, sublicense, or distribute the API, or any part of it.
- Use the API for any illegal or unauthorized purpose. This includes activities that violate any applicable laws or regulations.
- Reverse engineer, decompile, or disassemble the API. Attempts to discover the underlying source code are strictly forbidden.
- Resell the API or any services derived from it to third parties. The API is for ACME-1's direct use only.

## Security Obligations

ACME-1 is responsible for maintaining the security of its API key(s). ACME-1 must:

- Implement industry-standard security measures to protect the API key.
- Prevent unauthorized access to the API.
- Promptly notify Docupal Demo, LLC of any suspected security breaches or unauthorized use.

Failure to comply with these usage restrictions may result in immediate termination of this Agreement. Docupal Demo, LLC reserves the right to monitor ACME-1's usage of the API to ensure compliance with these terms.

# Intellectual Property Rights

Docupal Demo, LLC retains all right, title, and interest in and to the API. This includes all associated intellectual property rights.



## API Ownership

Docupal Demo, LLC owns the API, any updates, and all related documentation. ACME-1 receives only a license to use the API as outlined in this Agreement. No ownership rights are transferred to ACME-1.

## Derivative Works

Any derivative works created by ACME-1 using the API are owned exclusively by Docupal Demo, LLC. ACME-1 agrees to assign all rights to such derivative works to Docupal Demo, LLC.

## Trademarks and Branding

ACME-1 has no right to use Docupal Demo, LLC's trademarks, service marks, trade names, logos, or other branding elements. Any use of Docupal Demo, LLC's branding requires express written consent. Docupal Demo, LLC reserves the right to approve or deny any such use at its sole discretion. Unauthorized use of Docupal Demo, LLC's trademarks or branding is a breach of this Agreement.

# Fees and Payment Terms

ACME-1 will pay Docupal Demo, LLC recurring monthly fees for the API license granted under this Agreement.

## Payment Details

Payments are due monthly, on the 1st of each month. ACME-1 can make payments via credit card or ACH.

## Late Payments

A late payment penalty of 5% of the outstanding balance will be applied for each month the payment is not received.



# Confidentiality and Data Security

ACME-1 acknowledges that during the term of this API License Agreement, it may have access to confidential information of DocuPal Demo, LLC. This includes, but is not limited to, API keys, API responses, and any non-public API documentation. ACME-1 agrees to treat all such information as strictly confidential and to protect it from unauthorized disclosure.

## Confidential Information Handling

ACME-1 will use the same degree of care to protect DocuPal Demo, LLC's confidential information as it uses to protect its own similar confidential information, but not less than a reasonable degree of care. ACME-1 will restrict access to the confidential information to its employees and contractors who have a need to know such information for the purpose of exercising its rights or performing its obligations under this Agreement, and who are bound by confidentiality obligations no less protective than those contained herein.

## Data Security

ACME-1 will maintain a comprehensive data security program designed to protect the security and confidentiality of the API data. This program must comply with all applicable laws and regulations, including PCI DSS standards. ACME-1 will implement and maintain appropriate technical and organizational measures to protect API data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or access. These measures shall include, at a minimum, encryption of data in transit and at rest.

## Data Breach Notification

In the event of a data breach involving API data, ACME-1 will notify DocuPal Demo, LLC without undue delay, but in any event within 24 hours of discovering the breach. The notification will include a detailed incident report, including the nature and scope of the breach, the data affected, and the steps ACME-1 has taken or will take to investigate and remediate the breach. ACME-1 will cooperate fully with DocuPal Demo, LLC in investigating and remediating the breach.





# Warranties and Disclaimers

## Uptime Warranty

DocuPal Demo, LLC warrants that the API will be available 99.9% of the time. This uptime guarantee excludes scheduled maintenance.

## Disclaimer of Suitability

DocuPal Demo, LLC provides the API on an "as is" basis. We disclaim all warranties about the API's suitability for a particular purpose. ACME-1 acknowledges that it has independently assessed the API. ACME-1 is responsible for determining if it meets their specific requirements.

## General Disclaimer

Except as expressly provided in this agreement, DocuPal Demo, LLC makes no other warranties. This includes implied warranties of merchantability, fitness for a particular purpose, and non-infringement. We do not warrant that the API will be error-free. We also do not warrant that all errors will be corrected. DocuPal Demo, LLC is not liable for any indirect, incidental, special, or consequential damages. This includes damages for loss of profits, data, or use, incurred by ACME-1 or any third party. This applies whether in an action in contract or tort, even if we have been advised of the possibility of such damages.

## Limitation of Liability

Docupal Demo, LLC will not be liable to ACME-1 for any indirect, incidental, consequential, special, or punitive damages arising out of or relating to this Agreement or the use of the API. This exclusion applies regardless of the cause of action or the theory of liability, including contract, tort (including negligence), strict liability, or any other legal or equitable theory.





## Liability Cap

Docupal Demo, LLC's total liability to ACME-1 for any and all claims arising out of or relating to this Agreement will be limited to the total 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. This limitation applies even if Docupal Demo, LLC has been advised of the possibility of such damages.

## Indemnification

ACME-1 shall indemnify, defend, and hold harmless Docupal Demo, LLC, and its officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to ACME-1's use of the API. This includes, but is not limited to, any breach of this Agreement or misuse of the API by ACME-1.

## Claims Procedure

In the event of any claim subject to indemnification under this Agreement, Docupal Demo, LLC will provide prompt written notice to ACME-1 of any such claim. ACME-1 will have thirty (30) days from the date of receipt of such notice to resolve the claim. ACME-1 will have the right to control the defense and settlement of any such claim, with counsel of its own choosing. Docupal Demo, LLC will cooperate fully with ACME-1 in the defense of any such claim. Docupal Demo, LLC may participate in the defense of any claim at its own expense with counsel of its choosing.

## Term and Termination

This Agreement will begin on August 9, 2025. The initial term will last for one year.

## Renewal

This Agreement will automatically renew for additional one-year terms. Renewal will occur unless either party provides written notice of termination. Such notice must be given at least 30 days before the end of the current term.



## Termination

Either party may terminate this Agreement if the other party breaches its terms. This includes failure to pay fees or any material violation of the Agreement. The breaching party will have 30 days to correct the breach after receiving written notice. If the breach is not cured within 30 days, the Agreement will terminate immediately.

Docupal Demo, LLC may terminate this agreement with immediate effect if ACME-1 becomes subject to bankruptcy proceedings. ACME-1 may also terminate the agreement if Docupal Demo, LLC becomes subject to bankruptcy proceedings.

## Post-Termination Rights and Obligations

Upon termination of this API License Agreement, ACME-1's rights to access and use the API will immediately cease.

### API Access

ACME-1 must discontinue all API access immediately upon termination. No further API calls or data retrieval will be permitted.

### Confidential Information

ACME-1 must either return to Docupal Demo, LLC, or destroy, all confidential information. This includes any data, documentation, or materials related to the API. ACME-1 will provide written certification of such destruction if requested by Docupal Demo, LLC.

### Continuing Obligations

Certain obligations will survive the termination of this Agreement. These include, but are not limited to:

- Any accrued payment obligations.
- ACME-1's confidentiality obligations.
- Limitations of liability.

All such terms shall survive according to their respective terms.



# Governing Law and Dispute Resolution

This Agreement will be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles.

## Dispute Resolution

DocuPal Demo, LLC and ACME-1 agree to first attempt to resolve any disputes arising out of or relating to this Agreement through good faith negotiations. If the parties cannot resolve the dispute through negotiation, they agree to submit the dispute to mediation in Anytown, CA.

If mediation is unsuccessful, any unresolved controversy or claim arising out of or relating to this Agreement shall be settled by binding arbitration administered in accordance with the rules of the American Arbitration Association. The arbitration will be held in Anytown, CA. The decision of the arbitrator shall be final and binding on both parties. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. Each party will bear its own costs and expenses and an equal share of the arbitrators' expenses and administrative fees of arbitration.

## Miscellaneous Provisions

This section covers several important aspects of this API License Agreement.

### Entire Agreement

This Agreement contains the entire understanding between Docupal Demo, LLC and ACME-1 regarding the API license. It supersedes all prior agreements and discussions.

### Amendments

Any changes to this Agreement must be in writing. Both Docupal Demo, LLC and ACME-1 must sign the amendment for it to be valid.



## Assignment

ACME-1 cannot assign or transfer this Agreement to another party. Doing so requires prior written consent from Docupal Demo, LLC.

## Notices

All notices related to this Agreement must be in writing. Notices should be sent by both email and certified mail to the addresses listed in this Agreement.

## Contact Information

For all notices required under this API License Agreement, the parties shall use the following contact information:

### Docupal Demo, LLC (Licensor)

- **Address:** 23 Main St, Anytown, CA 90210, USA
- **Legal Inquiries:** legal@docupaldemo.com
- **Support:** support@docupaldemo.com

### Acme, Inc (Licensee)

- **Address:** 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA

All official communications should be directed to the addresses listed above. Additional communication channels include email and phone.

