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Introduction and Purpose

This White Label 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 ("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, USA ("Client").

The purpose of this Agreement is to establish the terms and conditions under which the Provider will grant the Client the right to market, sell, and distribute the Provider's document management software (the "Product") under the Client's own brand. This white-label partnership allows the Client to expand its product offerings and increase revenue streams by leveraging the Provider's existing technology. Simultaneously, the Provider aims to broaden its market reach and enhance brand recognition through the Client's distribution network. Both parties intend to foster a mutually beneficial relationship that capitalizes on their respective strengths and resources.

Objectives

This Agreement intends to achieve the following objectives for both parties:

- **Increase Market Reach:** By enabling ACME-1 to offer the Product to its customer base.
- **Generate Revenue:** Through the sale of the Product under ACME-1's brand.
- **Enhance Brand Recognition:** For both DocuPal Demo, LLC and ACME-1 within their respective markets.

Definitions and Interpretations

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

"Agreement" means this White Label Agreement, including all schedules and exhibits attached hereto.



"Confidential Information" refers to any non-public information disclosed by one party to the other, either directly or indirectly, in writing, orally, or by inspection of tangible objects. This includes, but is not limited to, technical data, trade secrets, know-how, product plans, marketing plans, customer lists, financial information, and other sensitive business information. Information that is already publicly known, independently developed, or rightfully received from a third party is excluded.

"Effective Date" means 2025-08-09.

"Intellectual Property" means all patents, trademarks, service marks, copyrights, trade secrets, know-how, and other proprietary rights, whether registered or unregistered, relating to the Software and any associated documentation. This includes all modifications, improvements, and derivative works thereof. DocuPal Demo, LLC retains all rights, title, and interest in and to its Intellectual Property.

"Software" means DocuPal Demo, LLC's document management software, which ACME-1 is authorized to rebrand and distribute under this Agreement.

"White-Labeling" refers to the process by which ACME-1 rebrands the Software with its own branding elements, including but not limited to logos, trademarks, and company name, making it appear as if ACME-1 is the original manufacturer or developer of the Software. ACME-1 will market and sell the rebranded Software to its customers.

Scope of Services and Deliverables

DocuPal Demo, LLC will provide ACME-1 with a white-labeled version of its document management software platform. ACME-1 is authorized to rebrand and market this software under its own brand name.

Software Customization

DocuPal Demo, LLC will customize the software to reflect ACME-1's branding. This includes incorporating ACME-1's logo, color scheme, and other brand elements into the software interface. The customization will be completed within three (3) months of the effective date of this agreement.



Performance Standards

DocuPal Demo, LLC guarantees a 99.9% uptime for the software. We will also ensure specific performance metrics for document processing speed are met. These metrics will be detailed in a separate Service Level Agreement (SLA).

Marketing Materials

DocuPal Demo, LLC will provide ACME-1 with marketing materials to promote the white-labeled software. These materials include:

- Product descriptions
- Brochures
- Website content
- Sales presentations

These marketing materials will be ready within two (2) months of the agreement's effective date. ACME-1 is responsible for tailoring these materials to its specific target audience.

Support and Maintenance

DocuPal Demo, LLC will provide ongoing technical support and maintenance for the software. This includes:

- Bug fixes
- Security updates
- Software enhancements

Support will be available during standard business hours (9:00 AM to 5:00 PM PST). Response times for support requests will be defined in the SLA.

Training

DocuPal Demo, LLC will provide training to ACME-1's staff on how to use and support the software. This training will cover:

- Software features and functionality
- Troubleshooting common issues
- Best practices for using the software



The training will be conducted remotely and will last for two (2) days. Additional training sessions can be scheduled for an additional fee.

Intellectual Property Rights

DocuPal Demo, LLC retains all rights, title, and interest in and to its pre-existing intellectual property. This includes, but is not limited to, the document management software, its source code, design, and any associated trademarks or copyrights.

Ownership

ACME-1 acknowledges that DocuPal Demo, LLC is the sole and exclusive owner of the software. This agreement does not transfer any ownership rights to ACME-1. Any modifications, improvements, or derivative works made to the software by either party will be owned exclusively by DocuPal Demo, LLC.

Licensing

DocuPal Demo, LLC grants ACME-1 a non-exclusive, non-transferable license to market, distribute, and sell the white-labeled version of the software. This license is limited to the territory defined in this agreement. ACME-1 is not permitted to sublicense the software to any third party.

Usage Restrictions

ACME-1 is authorized to use the white-labeled software solely for the purpose of resale under its own brand. ACME-1 shall not:

- Modify the software without prior written consent from DocuPal Demo, LLC.
- Reverse engineer, decompile, or disassemble the software.
- Use the software in any manner that infringes upon the intellectual property rights of DocuPal Demo, LLC or any third party.
- Remove or alter any copyright notices or other proprietary markings on the software.
- Sublicense, rent, lease, or otherwise distribute the software to unauthorized parties.
- Create derivative works based upon the software, except as explicitly authorized in writing by DocuPal Demo, LLC.



Branding and Marketing Guidelines

ACME-1 will manage all marketing activities related to the white-labeled document management software. ACME-1's marketing materials must accurately represent the software's capabilities and features.

Logo and Trademark Usage

ACME-1 may use DocuPal Demo, LLC's logo. Any use of DocuPal Demo, LLC's logo requires prior written approval from DocuPal Demo, LLC. ACME-1 must adhere to DocuPal Demo, LLC's brand guidelines when using the logo.

Branding Standards and Restrictions

All branding efforts by ACME-1 must comply with DocuPal Demo, LLC's established brand guidelines. These guidelines cover aspects such as color palettes, typography, and overall brand messaging. ACME-1 is responsible for ensuring that its marketing and promotional materials align with these standards. Any deviations from the provided brand guidelines must be pre-approved in writing by DocuPal Demo, LLC. ACME-1 acknowledges that maintaining brand consistency is crucial for the overall success of the white-label partnership. DocuPal Demo, LLC reserves the right to review and approve ACME-1's marketing materials to ensure compliance with these branding guidelines.

Payment Terms and Fees

ACME-1 will compensate DocuPal Demo, LLC for the licensing rights and services provided under this White Label Agreement. Payment will be made in United States Dollars (USD).

Pricing Structure

The pricing is based on a per-user, per-month subscription model. The specific rates are outlined below:

Tier	Users	Price Per User/Month (USD)
Basic	1-50	10



Tier	Users	Price Per User/Month (USD)
Standard	51-200	8
Premium	201+	6

In addition to the recurring monthly fees, ACME-1 will pay a one-time setup fee of \$1,000.

Payment Schedule

DocuPal Demo, LLC will invoice ACME-1 monthly. Payment is due thirty (30) days from the date of the invoice. ACME-1 shall remit payments to DocuPal Demo, LLC via wire transfer or other mutually agreed-upon method.

Late Payment

Payments not received within thirty (30) days of the invoice date will incur a late payment penalty. The penalty is five percent (5%) per month on the outstanding balance. This penalty will be applied for each month the payment remains overdue.

Taxes

All fees are exclusive of any applicable taxes, duties, or other governmental charges. ACME-1 is responsible for paying all such taxes associated with this agreement.

Confidentiality and Non-Disclosure

Both 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 may include, but is not limited to, source code, customer lists, financial information, and business strategies.

Definition of Confidential Information

Confidential Information means any information disclosed by either party ("Disclosing Party") to the other party ("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.



Obligations

The Receiving Party agrees to protect the Disclosing Party's Confidential Information with the same degree of care it uses to protect its own confidential information, but no less than reasonable care. The Receiving Party will only use the Disclosing Party's Confidential Information for the purpose of performing its obligations or exercising its rights under this Agreement. The Receiving Party will limit access to the Disclosing Party's Confidential Information to its employees, agents, or subcontractors who have a need to know such information and who are bound by confidentiality obligations at least as protective as those contained herein.

Permitted Disclosures

The obligations of confidentiality shall not apply to any information that is: (a) already known to the Receiving Party without an obligation of confidentiality; (b) publicly known or becomes publicly known through no wrongful act of the Receiving Party; (c) rightfully received from a third party without an obligation of confidentiality; or (d) required to be disclosed by law, regulation, or court order, provided that the Receiving Party provides the Disclosing Party with prompt notice of such requirement to allow the Disclosing Party to seek a protective order or other appropriate remedy.

Duration

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

Quality Assurance and Compliance

DocuPal Demo, LLC is dedicated to providing high-quality software and services. ACME-1 will also maintain these standards when offering the white-labeled product.

Quality Assurance

DocuPal Demo, LLC will ensure that the software maintains an error rate below 1%. We will also monitor customer satisfaction. Our target is a customer satisfaction rating above 4.5 out of 5. Regular testing and quality checks will help us meet these



benchmarks.

Regulatory Compliance

Both parties must comply with relevant laws and regulations. This includes GDPR and CCPA for data protection. We will also adhere to industry-specific data security standards.

Compliance Monitoring

DocuPal Demo, LLC will conduct regular audits to ensure compliance. We will provide ACME-1 with compliance reports. These reports will outline our adherence to regulations and standards. This helps maintain transparency and accountability.

Support and Maintenance

DocuPal Demo, LLC will provide ACME-1 with comprehensive support and maintenance services for the software. These services ensure the software's reliability and optimal performance.

Technical Support

DocuPal Demo, LLC will provide three tiers of technical support to ACME-1:

- **Tier 1:** Initial support for common issues.
- **Tier 2:** More in-depth technical assistance.
- **Tier 3:** Expert-level support for complex problems.

ACME-1 will report issues through a dedicated ticketing system. DocuPal Demo, LLC will resolve issues within the service level agreements (SLAs) outlined in **Appendix A**.

Maintenance and Upgrades

DocuPal Demo, LLC is responsible for all software maintenance and upgrades. This includes bug fixes, security patches, and new feature implementations. DocuPal Demo, LLC will deploy updates to ensure optimal performance. DocuPal Demo, LLC will notify ACME-1 of planned maintenance.



Liability and Indemnification

Limitation of Liability

DocuPal Demo, LLC will not be liable to ACME-1 for any indirect, special, incidental, consequential, or punitive damages arising out of or related to this Agreement. This includes, but is not limited to, loss of profits, business interruption, or loss of data. DocuPal Demo, LLC's total liability to ACME-1 under this Agreement shall not exceed the total fees paid by ACME-1 to DocuPal Demo, LLC during the [Number] months immediately preceding the event giving rise to the claim.

Indemnification by DocuPal Demo, LLC

DocuPal Demo, LLC agrees to indemnify, defend, and hold harmless ACME-1, 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 (a) any breach by DocuPal Demo, LLC of this Agreement, (b) any negligent acts or omissions or willful misconduct of DocuPal Demo, LLC or its employees or agents.

Indemnification by ACME-1

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 (a) any breach by ACME-1 of this Agreement, (b) any negligent acts or omissions or willful misconduct of ACME-1 or its employees or agents, (c) ACME-1's marketing, distribution, or sale of the Software under the White Label.

Notification

The indemnified party must promptly notify the indemnifying party of any claim subject to indemnification. The indemnifying party will have the right to control the defense and settlement of any such claim, with counsel of its choosing. The indemnified party shall cooperate fully with the indemnifying party in the defense of such claim.



Term and Termination

Term

This Agreement will begin on 2025-08-09 and will last for 3 years. After the initial 3-year period, the Agreement will automatically renew for additional 1-year terms.

Termination

Termination for Cause

Either party may terminate this Agreement if the other party materially breaches its obligations. Termination is effective if the breaching party fails to cure the breach within 30 days of written notice. DocuPal Demo, LLC can also terminate this Agreement if ACME-1 becomes insolvent or fails to meet agreed-upon performance standards.

Effect of Termination

Upon termination, ACME-1 must stop all use of DocuPal Demo, LLC's trademarks and software. ACME-1 must also return or destroy all confidential information. Certain obligations, including confidentiality, payment obligations for services rendered before termination, and indemnification, will survive termination of this Agreement.

Dispute Resolution and Governing Law

Dispute Resolution

The parties will attempt to resolve any disputes arising out of or relating to this Agreement through good faith negotiations. Either party may initiate such negotiations by providing written notice to the other party, setting forth the subject of the dispute and the relief requested.



Escalation

If the initial negotiation does not resolve the matter, either party can escalate the issue to their respective senior management. Senior management will then have a period of thirty (30) days to resolve the dispute.

Mediation and Arbitration

If senior management cannot resolve the dispute within thirty (30) days, the parties agree to first attempt to settle the dispute by mediation, administered by a mutually agreed-upon mediator in Anytown, CA, before resorting to arbitration. 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 take place in Anytown, CA. The decision of the arbitrator shall be final and binding on both parties.

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.

Miscellaneous Provisions

Assignment

Neither party may assign this Agreement or any of its rights or obligations under this Agreement without the prior written consent of the other party. Such consent will not be unreasonably withheld.

Notices

All notices and other communications under this Agreement must be in writing. Notices are considered duly given when delivered by certified mail, return receipt requested, or by email with confirmed receipt to the addresses listed in this Agreement or as otherwise specified in writing.



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.

Entire Agreement

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

Signatures and Execution

This White Label Agreement becomes effective as of August 9, 2025.

Agreement

By signing below, DocuPal Demo, LLC and Acme, Inc. agree to all the terms and conditions outlined in this White Label Agreement.

Signatures

DocuPal Demo, LLC

By: _____

Name: [Name]

Title: [Title]

Date: _____

Acme, Inc.

By: _____

Name: [Name]

Title: [Title]



Date: _____

Notarization

This agreement requires notarization to be fully executed. Please provide the necessary notary information below.

Notary Public

State of: _____

County of: _____

On this _____ day of _____, 2025, before me, a Notary Public in and for said County and State, personally appeared [Name] and [Name], known to me (or satisfactorily proven) to be the persons whose names are subscribed to the foregoing instrument, and acknowledged that they executed the same for the purposes therein contained.

Witness my hand and official seal.

Notary Public Signature

(Seal)

Appendices and Schedules

This section details the appendices and schedules associated with this White Label Agreement. These documents provide additional information and specifications related to the agreement's terms and conditions.

Appendix A: Service Level Agreement (SLA)

The Service Level Agreement outlines the standards of service that DocuPal Demo, LLC will provide to ACME-1. It defines the response times, uptime guarantees, and support availability. This agreement ensures ACME-1 understands the level of service to expect when reselling the document management software. It includes metrics for measuring performance and remedies for any failures to meet the agreed-upon service levels.



Appendix B: Branding Guidelines

The Branding Guidelines provide detailed instructions on how ACME-1 can use and represent the rebranded software. It covers the use of logos, color schemes, and trademarks. These guidelines ensure brand consistency and protect DocuPal Demo, LLC's intellectual property. ACME-1 must adhere to these guidelines in all marketing and promotional materials. The document specifies the permitted alterations and restrictions on the branding elements.

