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Introduction

This Original Equipment Manufacturer (OEM) Agreement is made and entered into as of August 9, 2025, by and between DocuPal Demo, LLC, a company organized under the laws of 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 United States, with its principal place of business at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA.

Purpose

This Agreement sets forth the terms and conditions under which DocuPal will manufacture and supply certain customized document management software products ("Products") to ACME-1. ACME-1 intends to integrate these Products into its own product offerings. This Agreement defines the rights and obligations of both parties with respect to the supply, purchase, and use of the Products.

Definitions and Interpretation

Definitions

In this Agreement, these terms have the following meanings:

- **Agreement:** Means this OEM Agreement, including all exhibits.
- **DocuPal:** Refers to DocuPal Demo, LLC, a United States company located at 23 Main St, Anytown, CA 90210.
- **ACME-1:** Refers to Acme, Inc, a business located at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA.
- **OEM Product:** Means the customized document management software supplied by DocuPal to ACME-1 under this Agreement.
- **Intellectual Property Rights:** Includes patents, trademarks, copyrights, and trade secrets.
- **Confidential Information:** Means any non-public information disclosed by one party to the other.



Interpretation

In this Agreement, unless the context requires otherwise:

- The singular includes the plural and vice versa.
- "Including" means "including without limitation."
- References to sections and exhibits are to the sections and exhibits of this Agreement.
- The headings are for convenience only and do not affect interpretation.
- The currency for all transactions is USD.

Scope of Manufacturing and Supply

DocuPal Demo, LLC will manufacture and supply to ACME-1 customized document management software, which ACME-1 will integrate into its products. The specifications for this software are detailed in **Exhibit A**.

Manufacturing Responsibilities

DocuPal Demo, LLC is responsible for all aspects of the software manufacturing process. This includes, but isn't limited to, software development, testing, quality assurance, and packaging. We will ensure that the software meets the specifications outlined in **Exhibit A** and complies with all applicable industry standards.

Product Specifications

The document management software will be customized to meet ACME-1's specific requirements. These requirements cover functionality, performance, security, and integration capabilities. **Exhibit A** provides a comprehensive overview of the agreed-upon product specifications. Any changes to these specifications will require written consent from both parties.

Supply Obligations

DocuPal Demo, LLC commits to supplying ACME-1 with a minimum of 1,000 licenses per year. The maximum supply volume will be 10,000 licenses per year. ACME-1 will submit purchase orders specifying the required number of licenses and delivery dates. DocuPal Demo, LLC will use commercially reasonable efforts to fulfill all purchase orders in a timely manner.



Initial delivery of the software will occur within 90 days of the effective date of this agreement. Subsequent deliveries will be scheduled according to ACME-1's purchase orders. DocuPal Demo, LLC will provide ACME-1 with regular updates on the status of its orders.

Volume Forecasts

To facilitate production planning, ACME-1 will provide DocuPal Demo, LLC with a non-binding twelve (12) month rolling forecast of its anticipated license requirements. This forecast will be updated on a quarterly basis. While these forecasts are non-binding, they will help DocuPal Demo, LLC to manage its resources and ensure timely delivery of the software.

Intellectual Property Rights

Ownership

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 core document management software, associated documentation, and any derivative works not specifically customized for ACME-1. Intellectual property jointly developed by DocuPal Demo, LLC and ACME-1 for customizations to the software will be owned by ACME-1.

License Grant

DocuPal Demo, LLC grants to ACME-1 a non-exclusive, non-transferable license to use the software solely as integrated into ACME-1's products. This license is limited to the specific object code form of the software provided. ACME-1 is not authorized to sublicense, distribute, or otherwise make the software available as a standalone product.

Restrictions

ACME-1 acknowledges that the software contains valuable trade secrets and proprietary information of DocuPal Demo, LLC. ACME-1 agrees not to:

- Reverse engineer, decompile, or disassemble the software, or attempt to derive the source code.



- Modify the software, except as expressly authorized in writing by DocuPal Demo, LLC.
- Distribute the software independently of ACME-1's products.
- Use the software for any purpose other than as integrated into ACME-1's products per this agreement.
- Remove or alter any copyright, trademark, or other proprietary notices affixed to or contained within the software.

Any unauthorized use or disclosure of the software or its related intellectual property will be a material breach of this agreement and may subject ACME-1 to legal action.

Quality Control and Warranties

DocuPal Demo, LLC is committed to providing high-quality document management software to ACME-1. This section outlines the quality control measures and warranty terms applicable to the software supplied under this OEM Agreement.

Quality Assurance

DocuPal Demo, LLC will adhere to ISO 9001 standards in its software development and testing processes. These standards ensure a consistent and documented approach to quality management. ACME-1 retains the right to audit DocuPal Demo, LLC's quality control processes to verify compliance. DocuPal Demo, LLC will provide reasonable access to relevant documentation and personnel for such audits. Any audit will be conducted during normal business hours and with reasonable advance notice.

Limited Warranty

DocuPal Demo, LLC warrants that the software will be free from defects in material and workmanship for a period of twelve (12) months from the date of delivery. This warranty applies only to defects that significantly impair the functionality of the software under normal operating conditions. The warranty does not cover defects resulting from:

- Improper installation or use
- Unauthorized modification or repair
- Accident, neglect, or abuse



- Use of the software in a manner inconsistent with the documentation

Defect Remedies

If the software fails to conform to the warranty during the warranty period, ACME-1 must promptly notify DocuPal Demo, LLC in writing of the defect. Upon verification of the defect, DocuPal Demo, LLC will, at its option and expense, either:

1. Repair the defective software; or
2. Replace the defective software with conforming software.

DocuPal Demo, LLC will use commercially reasonable efforts to repair or replace the defective software within thirty (30) days of notification. If DocuPal Demo, LLC is unable to repair or replace the defective software within this timeframe, ACME-1's sole remedy will be a refund of the purchase price paid for the defective software. This warranty is exclusive and in lieu of all other warranties, express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

Confidentiality and Non-Disclosure

Both DocuPal Demo, LLC and ACME-1 acknowledge that during the term of this OEM 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, pricing structures, customer data, and marketing plans.

Scope of Confidential Information

Confidential information encompasses all non-public information disclosed by either party, whether communicated orally, visually, or in tangible form. It includes, but is not limited to, technical specifications, product designs, business strategies, and financial data.

Obligations

Both DocuPal Demo, LLC and ACME-1 agree to protect the other party's confidential information with the same degree of care that they use to protect their own confidential information, but no less than a reasonable degree of care. This includes implementing appropriate security measures such as encryption and restricted



access protocols. Access to confidential information will be limited to employees and contractors who have a need to know and who have signed non-disclosure agreements with obligations consistent with the terms of this agreement. Neither party will disclose the other party's confidential information to any third party without prior written consent.

Exceptions

The obligations of confidentiality do not apply to information that is already publicly available, or becomes publicly available through no fault of the receiving party. Additionally, information that was already known to the receiving party prior to disclosure, or is independently developed by the receiving party without use of the disclosing party's confidential information, will not be subject to these confidentiality obligations. Finally, disclosure required by law or legal process is not a breach of this agreement, provided the disclosing party gives the other party prompt notice when possible.

Pricing and Payment Terms

Pricing Structure

The price for the software provided under this OEM Agreement will be calculated on a per-license basis. The initial per-license fee will be as set forth in **Exhibit A**. DocuPal Demo, LLC will review and potentially adjust these rates annually. Any adjustments will reflect prevailing market conditions and will be communicated to ACME-1 at least sixty (60) days before the effective date of the new rates.

Invoicing and Payment Schedule

DocuPal Demo, LLC will invoice ACME-1 for all licenses granted during each calendar month. Invoices will be issued on or before the 5th day of the following month. ACME-1 will remit payment in full within thirty (30) days from the date of invoice receipt. All payments shall be made in United States Dollars (USD) to the account designated on the invoice.



Late Payment

Any invoice amount that remains unpaid beyond the net thirty (30) day period will accrue interest at a rate of one and one-half percent (1.5%) per month, or the highest rate permitted by applicable law, whichever is lower. This interest will be calculated from the original due date until the date payment is received by DocuPal Demo, LLC. DocuPal Demo, LLC reserves the right to suspend the provision of further licenses or services if payments are not received in accordance with these terms. ACME-1 will be responsible for all reasonable expenses, including attorney's fees, incurred by DocuPal Demo, LLC in collecting any overdue amounts.

Term and Termination

Term

This OEM Agreement will begin on 2025-08-09 and will continue for an initial term of three (3) years. Following the initial term, this Agreement will automatically renew for additional one (1) year terms. Renewal will occur unless either party provides written notice of termination at least ninety (90) days before the end of the current term.

Termination

Termination for Cause

Either party may terminate this Agreement with written notice if the other party materially breaches any provision of this Agreement. The party alleging breach must provide the other party with ninety (90) days written notice of the breach. Termination will be effective if the breaching party fails to cure the breach within the notice period.

Termination for Insolvency

Either party may terminate this Agreement immediately upon written notice if the other party becomes insolvent. Insolvency includes filing for bankruptcy, assignment for the benefit of creditors, or appointment of a receiver.



Termination for Change of Control

ACME-1 may terminate this Agreement with written notice if Docupal Demo, LLC experiences a change of control. Change of control includes a merger, acquisition, or sale of substantially all of its assets. Notice of termination must be provided within ninety (90) days of the change of control event.

Liability and Indemnification

Limitation of Liability

Neither party will be liable to the other for any consequential, indirect, incidental, special, exemplary, or punitive damages arising out of or related to this Agreement. This includes, but is not limited to, lost profits, loss of business, or loss of data, even if the party has been advised of the possibility of such damages.

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 Software infringes any patent, copyright, trademark, trade secret, or other intellectual property right of such third party.

Indemnification 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 any third-party claim for product liability, personal injury, or property damage caused by the incorporation of the Software into ACME-1's products or the use or sale of ACME-1's products containing the Software.



Risk Allocation

The allocation of risks associated with this Agreement is further detailed in Exhibit B, which outlines specific responsibilities and liabilities of each party with respect to various potential risks. This exhibit clarifies the intended risk-sharing arrangement between DocuPal Demo, LLC and ACME-1.

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 a Force Majeure Event.

Definition of Force Majeure Event

A Force Majeure Event means any event beyond a party's reasonable control. This includes, but is not limited to:

- Natural disasters such as floods, earthquakes, or hurricanes.
- Acts of war, terrorism, or civil unrest.
- Government regulations or orders.

Notification

If a Force Majeure Event occurs, the affected party must notify the other party within ten (10) days of the event. Notification must be sent via certified mail and email to the addresses listed in Exhibit C.

Remedies

The affected party's obligations will be suspended for the duration of the Force Majeure Event. DocuPal Demo, LLC's delivery deadlines will be extended accordingly. If the Force Majeure Event continues for more than ninety (90) days, either party may terminate this Agreement upon written notice to the other party.



Dispute Resolution

The parties will attempt to resolve any dispute relating to this Agreement through good faith negotiations. If negotiations are unsuccessful, the parties agree to first try to resolve the dispute through mediation.

Mediation

Mediation will involve a neutral third party assisting the parties in reaching a mutually acceptable resolution. The parties will jointly select a mediator. The mediation will be held in Delaware, unless both parties agree to a different location. Each party will bear its own costs associated with the mediation, and the parties will share equally the costs of the mediator.

Arbitration

If mediation does not resolve the dispute within [Number] days, the parties agree to submit the dispute to binding arbitration in accordance with the rules of the American Arbitration Association. The arbitration will be conducted by a single arbitrator, selected jointly by the parties. The arbitration will take place in Delaware, unless the parties agree to a different location. The arbitrator's decision will be final and binding on both parties. The arbitrator is empowered to award reasonable attorney's fees and costs to the prevailing party. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

Governing Law and Venue

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. The exclusive venue for any legal action arising out of or relating to this Agreement will be in the state or federal courts located in Delaware.

Compliance with Laws and Regulations

DocuPal Demo, LLC and ACME-1 agree to comply with all applicable laws and regulations. This agreement is governed by the laws of the State of Delaware.



Software Compliance

DocuPal Demo, LLC is responsible for ensuring that the software provided under this OEM Agreement complies with all applicable laws and regulations. This includes, but is not limited to, data privacy, security, and export control laws. DocuPal Demo, LLC will maintain documentation demonstrating such compliance.

Product Compliance

ACME-1 is responsible for ensuring that the final product, incorporating the software provided by DocuPal Demo, LLC, complies with all applicable laws and regulations. This includes product safety standards and industry-specific regulations.

Regulatory Audits

There will be annual regulatory compliance audits. A mutually agreed-upon auditor will conduct these audits. The audits will assess compliance with relevant laws and regulations related to the software and its integration into ACME-1's products. The parties will cooperate fully with the auditor.

Amendments and Entire Agreement

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. No modification or amendment will be effective unless it is in writing and duly executed by both parties.

Entire Agreement

This Agreement constitutes the entire agreement and understanding between Docupal Demo, LLC and ACME-1 with respect to the subject matter hereof. It supersedes all prior agreements, negotiations, representations, and understandings, whether written or oral, relating to such subject matter. Both parties acknowledge that they have not relied on any representations or warranties not expressly set forth in this Agreement. This Agreement represents the complete and exclusive



statement of the terms and conditions governing the OEM relationship between Docupal Demo, LLC and ACME-1 concerning the customized document management software.

Notices

All notices regarding this OEM Agreement will be delivered via certified mail and email.

Formal Notice Addresses

Docupal Demo, LLC:

- Address: 23 Main St, Anytown, CA 90210, USA
- Email: See Exhibit C

ACME-1:

- Address: 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA
- Email: See Exhibit C

Either party may update its contact information by providing written notice to the other. Changes are effective 10 days after receipt. All notices must reference this Agreement.

Signatures and Execution

This OEM Agreement becomes effective upon signature by both parties. It requires execution by the authorized representatives of each company.

Execution Formalities

To signify their agreement to the terms and conditions outlined in this document, DocuPal Demo, LLC and Acme, Inc. must each have this OEM Agreement signed by their respective Chief Executive Officer (CEO) or an individual duly authorized to bind the company. The date of the last signature affixed to this document will be considered the effective date of this OEM Agreement, initiating the obligations and rights detailed herein for both DocuPal Demo, LLC and ACME-1.



Signatures

DocuPal Demo, LLC	Acme, Inc
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: CEO	Title: CEO
Date: _____	Date: _____

Appendices and Exhibits

This OEM Agreement includes the following exhibits, which are incorporated by reference into this Agreement. These exhibits provide detailed information and are an integral part of this Agreement.

Exhibit A: Product Specifications

Exhibit A contains the detailed specifications for the document management software that DocuPal Demo, LLC will supply to Acme, Inc. This includes functional requirements, performance metrics, and technical details necessary for proper integration.

Exhibit B: Risk Allocation

Exhibit B outlines the allocation of risks between DocuPal Demo, LLC and Acme, Inc. This includes liability for defects, security vulnerabilities, and other potential issues that may arise during the term of this Agreement.

Exhibit C: Contact Information

Exhibit C provides contact information for key personnel at both DocuPal Demo, LLC and Acme, Inc. This includes names, titles, phone numbers, and email addresses for individuals responsible for various aspects of this Agreement, such as technical support, order processing, and contract administration. This ensures clear communication and efficient resolution of any issues that may arise.

