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# Introduction

This Value-Added Reseller (VAR) Agreement establishes the terms and conditions under which Acme, Inc, referred to as "ACME-1," will resell software products developed and owned by DocuPal Demo, LLC. This 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, and Acme, Inc, 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 VAR Agreement grants ACME-1 the right to market, sell, and support DocuPal Demo, LLC's software products within a defined territory. The agreement outlines the responsibilities of both parties, including sales targets, pricing policies, and support obligations. It also covers key aspects such as intellectual property rights, confidentiality, and termination conditions to govern the reseller relationship.

# Definitions and Interpretations

For the purposes of this Value-Added Reseller (VAR) Agreement, the following terms shall have the meanings set forth below:

## Key Definitions

- **Value-Added Reseller (VAR):** Refers to ACME-1, who is authorized to resell the Software Products, adding value through services like customization, integration, or support.
- **Software Products:** Means the software products owned or licensed by Docupal Demo, LLC, which ACME-1 is authorized to resell as specified in Exhibit A.
- **Territory:** Defines the geographical area where ACME-1 is authorized to market and resell the Software Products. The Territory is defined as United States.



- **Confidential Information:** Includes, but is not limited to, any and all information, data, documents, materials, trade secrets, and other proprietary information disclosed by one party to the other, either directly or indirectly, in writing, orally, or by inspection of tangible objects. It also includes information developed by either party that relates to this VAR Agreement.
- **End User:** Means the ultimate purchaser or licensee of the Software Products for their own internal use and not for resale, distribution, or further commercialization.

## Interpretation

In this VAR Agreement, unless the context otherwise requires: words in the singular shall include the plural and vice versa; and reference to one gender shall include all genders. Section headings are for convenience only and shall not affect the interpretation of this VAR Agreement. Any references to "including" means "including without limitation."

## Grant of License and Rights

DocuPal Demo, LLC grants to ACME-1, and ACME-1 accepts, a non-exclusive, non-transferable, and limited license to resell the specified Products within the Territory, subject to the terms and conditions of this VAR Agreement. This license is effective as of 2025-08-09 and continues perpetually, unless terminated as provided herein.

## Scope of License

The scope of this license is explicitly limited to the resale of DocuPal Demo, LLC's "Pro" and "Enterprise" software products (the "Products"). ACME-1's rights under this agreement are restricted to the North American market (the "Territory"). ACME-1 is not authorized to resell any other products or services offered by DocuPal Demo, LLC, or to market or distribute the Products outside of the Territory, without prior written consent from DocuPal Demo, LLC.

## Rights Granted

Under this VAR Agreement, ACME-1 is granted the following rights:

- **Resale Rights:** The right to market, promote, and resell the Products to end-users within the Territory.



- **Trademark Use:** The right to use DocuPal Demo, LLC's trademarks and logos solely in connection with the marketing and sale of the Products, subject to DocuPal Demo, LLC's trademark guidelines and approval.
- **Technical Support Access:** Access to DocuPal Demo, LLC's technical support resources, as defined in Exhibit A, to assist ACME-1 in supporting its end-users.

ACME-1 acknowledges that it acquires no ownership rights in the Products or any associated intellectual property. All such rights remain exclusively with DocuPal Demo, LLC. ACME-1 agrees to abide by DocuPal Demo, LLC's policies and procedures regarding the marketing, sale, and support of the Products, as may be updated from time to time.

## Reseller Obligations and Responsibilities

ACME-1, as a Value-Added Reseller (VAR) of DocuPal Demo, LLC, will undertake specific obligations to effectively promote, market, and distribute the Products. These responsibilities include active sales efforts, diligent reporting, and adherence to compliance standards.

### Sales and Marketing

ACME-1 will use its best efforts to market, promote, and sell the Products within the agreed-upon territory. This includes actively seeking new customers and maintaining strong relationships with existing customers. ACME-1 is expected to achieve a minimum annual sales target of \$500,000 (USD) for DocuPal Demo, LLC products. ACME-1 will also participate in joint marketing activities as reasonably requested by DocuPal Demo, LLC.

### Reporting and Communication

ACME-1 will provide DocuPal Demo, LLC with monthly sales reports. These reports must detail sales volume, customer demographics, and any market feedback received. ACME-1 also agrees to participate in quarterly business review meetings with DocuPal Demo, LLC to discuss performance, strategy, and market trends. Regular and transparent communication is essential for a successful partnership.



## Compliance

ACME-1 must comply with all applicable export regulations and data privacy laws related to the sale and distribution of the Products. ACME-1 must also adhere to DocuPal Demo, LLC's ethical guidelines and conduct business in a manner that reflects positively on DocuPal Demo, LLC's reputation and brand. ACME-1 is responsible for staying informed about any changes to these regulations and guidelines and ensuring ongoing compliance.

## Pricing, Payment Terms and Commission

### Pricing and Discount

ACME-1, as a Value-Added Reseller (VAR), will purchase DocuPal Demo, LLC's software products at a discount. This discount will be 30% off DocuPal Demo, LLC's then-current list prices. ACME-1 is responsible for setting the final resale price to its customers. DocuPal Demo, LLC reserves the right to change its list prices with thirty (30) days prior written notice.

### Payment Terms

ACME-1 will remit payments to DocuPal Demo, LLC on a quarterly basis. Payments are due within thirty (30) days following the close of each calendar quarter. Each payment must reflect sales revenue generated during that quarter. All payments must be made in United States Dollars (USD). Payments should be sent to DocuPal Demo, LLC at 23 Main St, Anytown, CA 90210, or via electronic transfer to the account specified by DocuPal Demo, LLC.

### Commission

ACME-1 will receive a commission of 30% on gross sales revenue. This commission is subject to ACME-1 meeting or exceeding the agreed-upon sales targets as defined in **Appendix A - Sales Target**. The commission structure incentivizes ACME-1 to actively promote and sell DocuPal Demo, LLC's products.





# Support and Training

DocuPal Demo, LLC will provide ACME-1 with comprehensive support and training to facilitate successful product sales and customer satisfaction.

## Technical Support and Product Updates

DocuPal Demo, LLC will offer technical support to ACME-1. This includes assistance with product implementation, troubleshooting, and resolving technical issues. DocuPal Demo, LLC will also supply ACME-1 with regular product updates. These updates include new features, bug fixes, and performance enhancements.

## Customer Support Responsibility

ACME-1 will be responsible for providing first-level customer support to its end-users. This support includes addressing common questions, resolving basic issues, and guiding customers through product usage.

## Training and Marketing

DocuPal Demo, LLC will conduct initial training sessions for ACME-1's sales and support teams. These sessions will cover product features, sales techniques, and customer support best practices. ACME-1 will have ongoing access to training materials, including documentation, videos, and online resources. DocuPal Demo, LLC will also provide ACME-1 with marketing collateral. This includes brochures, presentations, and other materials to support ACME-1's sales efforts.

# Intellectual Property Rights

DocuPal Demo, LLC retains all rights, title, and interest in and to its products and related materials, including all associated intellectual property rights. These rights include, but are not limited to, patents, copyrights, trademarks, trade secrets, and any other proprietary rights.



## Protection of Intellectual Property

ACME-1 acknowledges DocuPal Demo, LLC's exclusive ownership of the intellectual property. ACME-1 must implement reasonable security measures to protect DocuPal Demo, LLC's intellectual property from unauthorized access, use, or disclosure.

## Restrictions on Use

ACME-1 is prohibited from reverse engineering, decompiling, disassembling, or otherwise attempting to derive the source code of DocuPal Demo, LLC's products. ACME-1 is also prohibited from modifying, adapting, or creating derivative works based on DocuPal Demo, LLC's products, except as expressly authorized in writing by DocuPal Demo, LLC. ACME-1 will not remove or alter any copyright, trademark, or other proprietary notices affixed to or embedded within DocuPal Demo, LLC's products.

## Confidentiality

ACME-1 acknowledges that during the term of this VAR Agreement, it may have access to confidential information of Docupal Demo, LLC. This information includes, but is not limited to, technical documentation, source code, customer data, sales data, and business plans.

## Obligations

ACME-1 agrees to hold all confidential information in strict confidence. ACME-1 must not disclose this confidential information to any third party without the prior written consent of Docupal Demo, LLC. ACME-1 will protect the confidentiality of this information with the same degree of care it uses to protect its own confidential information, but no less than a reasonable degree of care.

## Duration

The obligations of confidentiality under this agreement will continue for a period of five years from the date of termination of this VAR Agreement.





# Term and Termination

## Term

This VAR Agreement will begin on 2025-08-09 and will continue for an initial term of three (3) years. After the initial term, this agreement will automatically renew for additional one (1) year terms.

## Termination

### Termination for Cause

Either party may terminate this VAR Agreement if the other party materially breaches this agreement. Termination is also permitted if either party becomes insolvent.

### Termination for Failure to Meet Sales Targets

DocuPal Demo, LLC can terminate this VAR Agreement if ACME-1 fails to meet the agreed-upon sales targets as defined in Exhibit A.

### Termination Notice

To terminate this VAR Agreement, the terminating party must provide ninety (90) days written notice to the other party.

# Warranties and Disclaimers

## Product Warranty

DocuPal Demo, LLC warrants to ACME-1 that the software products will perform substantially according to their published specifications for a period of one year from the date of delivery.



## Disclaimers

Except as expressly provided in this agreement, DocuPal Demo, LLC makes no other warranties, express or implied, including, but not limited to, any implied warranties of merchantability or fitness for a particular purpose.

DocuPal Demo, LLC will not be liable to ACME-1 for any indirect, incidental, special, consequential, or punitive damages arising out of or relating to this agreement, even if DocuPal Demo, LLC has been advised of the possibility of such damages.

## Limitation of Liability

DocuPal Demo, LLC's total liability to ACME-1 for any claim arising out of or relating to this agreement will not exceed the total amount of fees paid by ACME-1 to DocuPal Demo, LLC during the twelve months preceding the date the claim arose. This limitation applies regardless of the form of action, whether in contract, tort, or otherwise.

## Limitation of Liability

DocuPal Demo, LLC's liability to ACME-1 arising out of or related to this VAR Agreement, whether in contract, tort, or otherwise, is limited. The total aggregate liability will not exceed \$100,000.

## Excluded Damages

In no event will DocuPal Demo, LLC be liable for any lost profits. DocuPal Demo, LLC will also not be liable for any loss of business or punitive damages. These types of damages are specifically excluded, regardless of foreseeability. This exclusion applies even if ACME-1 has been advised of the possibility of such damages.

## Scope of Limitation

This limitation of liability applies to all claims, actions, and causes of action. It encompasses those related to the performance or non-performance of DocuPal Demo, LLC's obligations under this VAR Agreement. It is a fundamental element of the agreement's risk allocation.



# Dispute Resolution

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

## Mediation

If the parties are unable to resolve the dispute through negotiation within thirty (30) days of the initial notice, either party may request mediation. The mediation will be conducted by a mutually agreed-upon mediator in San Francisco, California. The parties will share the costs of the mediation equally.

## Arbitration

If mediation is unsuccessful, any unresolved dispute arising out of or relating to this Agreement will be subject to mandatory and binding arbitration in San Francisco, California. The arbitration will be conducted in accordance with the rules of the American Arbitration Association. The arbitrator's decision will be final and binding on both parties, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The parties agree that arbitration is a condition precedent to bringing any legal action regarding this Agreement.

# Miscellaneous Provisions

## Governing Law

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

## Assignment

Neither party may assign its rights or delegate its obligations under this VAR Agreement to any third party without the prior written consent of the other party. Any attempt to assign or delegate this VAR Agreement in violation of this section shall be null and void.



## Force Majeure

Neither party shall be liable for any failure to perform its obligations under this VAR Agreement if such failure is caused by acts of God, war, or any other event beyond the reasonable control of the party, provided that the affected party promptly notifies the other party of such event and uses its best efforts to mitigate the impact of such event.

## Signatures and Execution

This Value-Added Reseller (VAR) Agreement shall become effective as of the last date of signature below.

Each party represents and warrants that its respective signatory whose signature appears below is duly authorized to execute this Agreement on its behalf.

Digital signatures shall have the same force and effect as original signatures.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates written below.

### DocuPal Demo, LLC

Signature:	
Name:	John Smith
Title:	CEO
Date:	August 9, 2025

### Acme, Inc (ACME-1)

Signature:	
Name:	Jane Doe
Title:	CEO
Date:	August 9, 2025

