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Introduction and Purpose

Introduction

This Music Publishing 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, United States ("Publisher") and Acme, Inc, located at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA ("Songwriter").

Purpose of Agreement

This Agreement sets forth the terms and conditions under which the Songwriter grants the Publisher the exclusive right to administer and exploit certain musical compositions. The Publisher will promote, license, and collect royalties for the Songwriter's musical works as described herein. This collaboration aims to maximize the exposure and financial returns of the musical compositions, for the benefit of both parties.

Grant of Rights

ACME-1 grants to Docupal Demo, LLC, effective as of today, 2025-08-09, the exclusive right to control, administer, and exploit the musical compositions throughout the world. This grant includes, but is not limited to, the following specific rights:

Mechanical Rights

Docupal Demo, LLC shall have the exclusive right to license, authorize, and collect royalties for the reproduction and distribution of the musical compositions in any tangible form. This includes phonorecords, CDs, digital downloads, and any other format now known or later developed.



Synchronization Rights

Docupal Demo, LLC shall have the exclusive right to license the use of the musical compositions in synchronization with visual images. This includes motion pictures, television programs, commercials, video games, and other audio-visual works.

Public Performance Rights

Docupal Demo, LLC shall have the exclusive right to license the public performance of the musical compositions. This includes performances by means of radio broadcast, television broadcast, internet streaming, and live performances. These rights will be administered directly or through performing rights organizations (PROs) such as ASCAP, BMI, or SESAC.

Print Rights

Docupal Demo, LLC shall have the exclusive right to create, publish, and distribute printed editions of the musical compositions. This includes sheet music, songbooks, and other printed formats.

This grant of rights is effective for the term of this agreement. ACME-1 retains ownership of the copyrights in the musical compositions, but Docupal Demo, LLC is empowered to act on ACME-1's behalf to protect and exploit these rights to their fullest potential worldwide.

Term and Termination

Initial Term

The initial term of this Agreement will be three (3) years. This term starts on the effective date of this Agreement.

Renewal

After the initial three-year term, this Agreement will automatically renew. The renewal term is for an additional two (2) years. Either party can stop the automatic renewal. To do so, they must provide written notice. This notice must be given at least ninety (90) days before the end of the initial term.



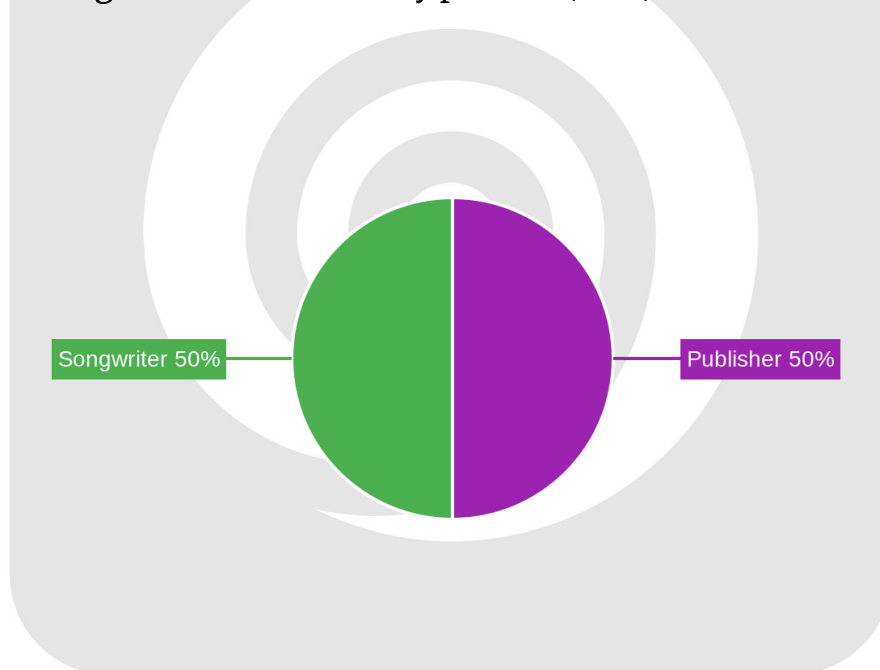
Termination

Either party may terminate this Agreement under certain conditions. These conditions include:

- **Material Breach:** If either party materially breaches this Agreement, the other party may terminate.
- **Insolvency:** If either party becomes insolvent, the other party may terminate this Agreement.

Royalty and Payment Terms

Docupal Demo, LLC ("Publisher") and Acme, Inc ("Songwriter") will share royalties generated from the musical compositions. The Publisher's share is fifty percent (50%), and the Songwriter's share is fifty percent (50%).



Advance Payments and Recoupment

There will be no advance payments made to the Songwriter under this agreement. The Publisher will recoup any expenses incurred related to the musical compositions from the Songwriter's share of royalties. These expenses might

include, but are not limited to, copyright registration fees or costs associated with promoting the music.

Accounting and Payments

The Publisher will provide royalty statements to the Songwriter on a quarterly basis. Payments will be issued at the same time as the statements. These statements will detail all income received and expenses deducted during the accounting period. Payments will be made in USD, the base currency of Docupal Demo, LLC, unless otherwise agreed upon in writing.

Publisher's Obligations and Responsibilities

DocuPal Demo, LLC will diligently administer and protect ACME-1's musical compositions. This includes actively promoting the compositions. We will use various channels to maximize exposure. These channels include digital platforms, film, television, and advertising.

Licensing

DocuPal Demo, LLC has the right to grant licenses to third parties. ACME-1 retains certain approval rights regarding these licenses. We will seek commercially reasonable terms when negotiating licenses. Our goal is to maximize income for both parties.

Accounting and Reporting

DocuPal Demo, LLC will maintain accurate records of all income and expenses. These records will relate to ACME-1's compositions. We will provide detailed royalty statements to ACME-1 on a [Frequency, e.g., quarterly] basis. These statements will clearly outline earnings and deductions. ACME-1 has the right to audit these records, subject to standard industry practices.



Songwriter's Representations and Warranties

ACME-1 represents and warrants to Docupal Demo, LLC the following:

Originality and Ownership

ACME-1 confirms that it solely created and owns all rights, title, and interest in the musical compositions outlined in this agreement. ACME-1 guarantees the originality of the musical works. These works do not infringe upon the copyrights, trademarks, or other rights of any third party.

Authority

ACME-1 has the full right, power, and authority to enter into this Music Publishing Agreement. ACME-1 also has the right to grant Docupal Demo, LLC all rights as described in this agreement.

Absence of Encumbrances

ACME-1 warrants that there are no existing liens, encumbrances, or other claims that could interfere with Docupal Demo, LLC's rights. No third party has any ownership or financial interest in the musical compositions. ACME-1 will provide written notice to Docupal Demo, LLC regarding any potential claims or disputes involving the compositions.

Licensing and Sublicensing

Docupal Demo, LLC, as Publisher, has the right to license the Compositions. This includes, but is not limited to, mechanical licenses, performance licenses, synchronization licenses, and print licenses. The Publisher will use commercially reasonable efforts in granting these licenses.



Sublicensing Rights

The Publisher may sublicense any or all of the rights granted to it under this Agreement. These sublicenses will be consistent with the terms and conditions of this Agreement. Docupal Demo, LLC remains responsible for the actions of its sublicensees.

Songwriter Approval

ACME-1's approval is required for any synchronization license that exceeds \$[Amount]. The Publisher will seek ACME-1's consent before granting such a license. If the sync license does not exceed \$[Amount], no approval is required. The Publisher will notify ACME-1 of all licenses granted.

Accounting and Auditing

Royalty Statements

Docupal Demo, LLC will furnish ACME-1 with royalty statements on a quarterly basis. These statements will detail all income received and expenses incurred concerning the ACME-1's musical compositions. Statements will be made available no later than 45 days following the close of each calendar quarter (March 31, June 30, September 30, and December 31). Payments of royalties, less any applicable advances or recoupable expenses, will accompany these statements.

Audit Rights

ACME-1 retains the right to audit Docupal Demo, LLC's books and records pertaining to the musical compositions, but no more than once per calendar year. ACME-1 must provide written notice to Docupal Demo, LLC at least 30 days prior to the intended audit date. The audit will be conducted at ACME-1's expense, unless an underpayment of 5% or more is discovered, in which case Docupal Demo, LLC will bear the reasonable costs of the audit.



Underpayment Resolution

In the event that an audit reveals an underpayment to ACME-1, Docupal Demo, LLC will remit the underpaid amount, plus interest calculated at the prime rate as published by the Wall Street Journal, within 30 days of the audit's completion. Overpayments discovered during an audit may be deducted from future royalty payments.

Ownership and Copyright

Copyright Ownership

ACME-1 retains full ownership of all copyrights in the musical compositions (the "Compositions") subject to this Agreement. This Agreement does not constitute a transfer of copyright ownership to DocuPal Demo, LLC. ACME-1's ownership includes all rights granted under copyright law, including but not limited to the right to reproduce, distribute, perform, and create derivative works of the Compositions.

Copyright Registration

DocuPal Demo, LLC will be responsible for registering the copyrights of the Compositions with the appropriate copyright authorities. This includes preparing and filing all necessary documentation. ACME-1 will provide DocuPal Demo, LLC with all information and materials reasonably required to complete such registrations.

Joint Compositions

In the event that any of the Compositions are created jointly with other songwriters, the income derived from such Compositions will be divided according to the agreement outlined in a mutually agreed-upon split sheet. This split sheet will detail the percentage ownership and income allocation for each songwriter involved.



Warranties and Indemnities

Warranties

Each party warrants that it has the full right, power, and authority to enter into this Agreement. Each party also warrants that its obligations and duties will be performed consistent with industry standards.

ACME-1 warrants that the Compositions are original. ACME-1 warrants that the Compositions do not infringe upon or violate any third party's rights. These rights include, but are not limited to, copyright, trademark, and privacy rights.

Indemnification

ACME-1 Indemnification

ACME-1 will indemnify, defend, and hold Docupal Demo, LLC harmless from any third-party claims. These claims must arise from a breach of ACME-1's warranties. These claims may include, but are not limited to, claims of copyright infringement related to authorship of the Compositions.

Docupal Demo, LLC Indemnification

Docupal Demo, LLC will indemnify, defend, and hold ACME-1 harmless from any third-party claims. These claims must arise from a breach of Docupal Demo, LLC's warranties. These claims may include, but are not limited to, claims arising from Docupal Demo, LLC's administration of the Compositions.

Indemnification Procedures

The indemnified party must promptly notify the indemnifying party of any claim. The indemnifying party will control the defense and settlement of the claim. The indemnified party will cooperate with the indemnifying party in the defense.



Dispute Resolution

ACME-1 and Docupal Demo, LLC will try to resolve any disagreement related to this agreement through good faith negotiations.

Mediation

If negotiation fails, the parties agree to first attempt to resolve the dispute through mediation. The parties will jointly appoint a mediator. The mediation will be held in [City], [State].

Arbitration

If mediation is unsuccessful, any unresolved controversy or claim arising out of or relating to this agreement will be settled by binding arbitration. The arbitration will be conducted in accordance with the rules of the American Arbitration Association. The location for arbitration will be [City], [State]. The arbitrator's decision will be final and binding on both parties. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction.

Legal Fees

The prevailing party in any legal action relating to this agreement is entitled to recover its reasonable legal fees and costs from the non-prevailing party.

Miscellaneous Provisions

Governing Law

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

Notices

All notices relating to this Agreement must be in writing. Notices will be considered duly given when sent by certified mail, return receipt requested, or by email. Notices must be sent to the addresses listed in this Agreement or any updated address



provided in writing.

Assignment

Docupal Demo, LLC may assign its rights or obligations under this Agreement. However, any assignment by Docupal Demo, LLC requires the prior written consent of ACME-1, which consent will not be unreasonably withheld. ACME-1 cannot assign its rights or obligations under this Agreement.

Amendments

Any changes to this Agreement must be in writing and signed by both Docupal Demo, LLC and ACME-1 to be effective.

Entire Agreement

This Agreement contains the entire understanding between Docupal Demo, LLC and ACME-1 relating to the subject matter of this Agreement. It replaces all prior discussions, negotiations, and agreements, whether written or oral.

Signatures and Execution

This Music Publishing Agreement becomes effective as of the last date signed below.

Signatures

DocuPal Demo, LLC

By: [Name]

Title:

Date: 2025-08-09

Acme, Inc (ACME-1)

By: [Name]

Title:



Date: 2025-08-09

Notarization

This agreement requires notarization to be considered fully executed.

Notary Public Acknowledgement

State of:

County of:

On this _____ day of _____, 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Witness my hand and official seal.

Notary Public

My Commission Expires:

