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Introduction and Purpose

Introduction

This Production 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 ("Producer"), and Acme, Inc ("Client"), a business entity organized under the laws of the United States, with its principal address at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA.

Purpose of the Agreement

The purpose of this Agreement is to set forth the terms and conditions under which Producer will provide production services to Client. Producer will create marketing materials for Client's new product launch, encompassing video content, graphic design, and copywriting. This Agreement details the deliverables, timelines, and payment schedules. It also clarifies intellectual property ownership, confidentiality obligations, quality standards, warranties, liabilities, and conditions for termination. This Agreement further defines the process for resolving any disputes that may arise during the course of the production.

Definitions and Interpretations

Definitions

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

- **ACME-1** refers to Acme, Inc.
- **Confidential Information** means any non-public, proprietary information disclosed by one party to the other. This includes, but isn't limited to, business plans, customer lists, financial data, and product designs.
- **Deliverables** means all tangible and intangible items that DocuPal Demo, LLC is required to provide to ACME-1 under this Agreement. This includes marketing materials, reports, and other work products.



- **Intellectual Property** means all patents, copyrights, trademarks, trade secrets, and other intellectual property rights in the Deliverables.
- **Milestone** means a specific, measurable event in the production schedule that marks the completion of a distinct phase of the project.
- **DocuPal** refers to Docupal Demo, LLC.

Interpretation

This Agreement shall be governed by and construed in accordance with the laws of the United States and the State of California, without regard to its conflict of laws principles. Any ambiguities in this Agreement will be interpreted reasonably and equitably, considering the context of the agreement and standard industry practices. The headings in this Agreement are for convenience only and do not affect its interpretation. All references to currency are to United States Dollars (USD), unless otherwise stated.

Scope of Work and Deliverables

DocuPal Demo, LLC will provide ACME-1 with marketing materials for its new product launch, as detailed below. All deliverables must adhere to ACME-1's brand guidelines outlined in Schedule A and receive approval from ACME-1's marketing director.

Production Deliverables

DocuPal Demo, LLC will produce the following:

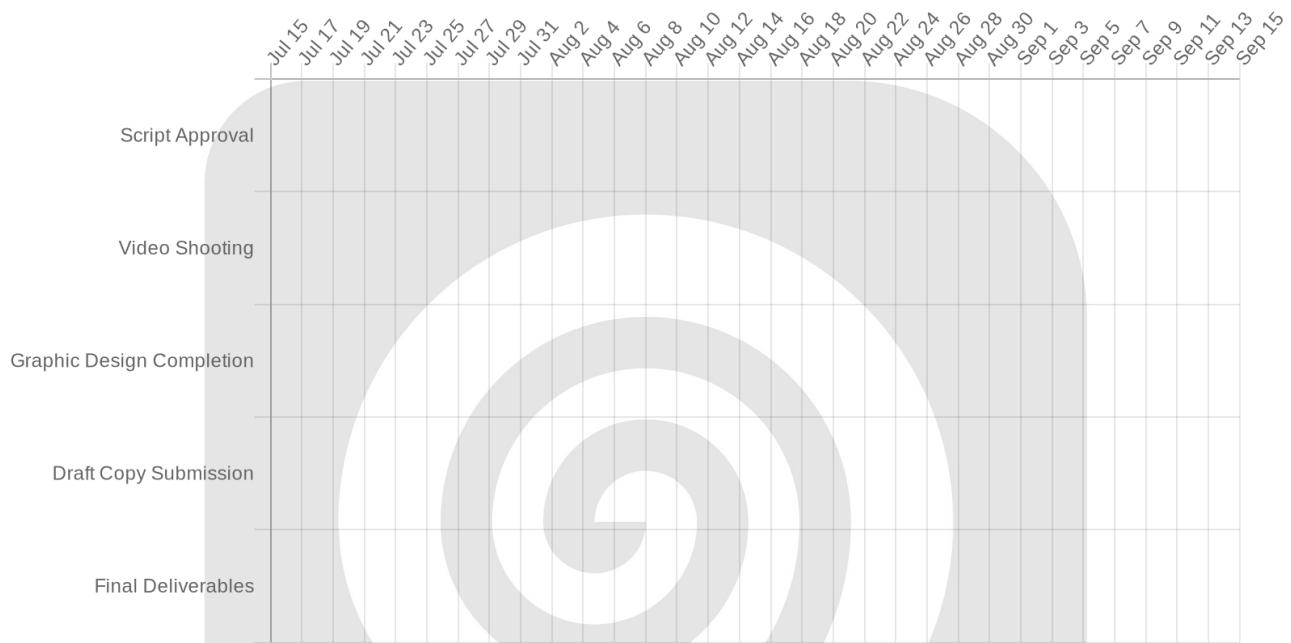
- **Promotional Videos:** Three (3) promotional videos showcasing ACME-1's new product.
- **Social Media Graphics:** Five (5) sets of social media graphics, each set tailored for a different platform (e.g., Facebook, Instagram, Twitter, LinkedIn) to promote the new product.
- **Website Copy:** Website copy for five (5) product pages on ACME-1's website, optimized for search engines and user engagement.

Project Milestones and Timeline

The project will proceed according to the following milestones:



Milestone	Date
Milestone 1: Script Approval	July 15, 2024
Milestone 2: Video Shooting	August 1, 2024
Milestone 3: Graphic Design Completion	August 15, 2024
Milestone 4: Draft Copy Submission	September 1, 2024
Milestone 5: Final Deliverables	September 15, 2024



Detailed Specifications

Promotional Videos

- **Quantity:** Three (3)
- **Duration:** Each video will be approximately 60-90 seconds in length.
- **Content:** Videos will highlight the key features, benefits, and unique selling points of ACME-1's new product.
- **Format:** High-resolution digital video files (e.g., MP4, MOV) suitable for online platforms.
- **Revisions:** ACME-1 will have two (2) rounds of revisions for each video.

Social Media Graphics



- **Quantity:** Five (5) sets, each containing graphics optimized for a specific social media platform.
- **Platforms:** Facebook, Instagram, Twitter, LinkedIn, and TikTok.
- **Content:** Graphics will include product images, lifestyle visuals, and text overlays with key messaging.
- **Format:** Standard image formats (e.g., JPEG, PNG) with appropriate dimensions for each platform.
- **Revisions:** ACME-1 will have one (1) round of revisions for each set of graphics.

Website Copy

- **Quantity:** Copy for five (5) product pages.
- **Content:** Each page will feature compelling product descriptions, benefits-driven copy, and calls to action.
- **SEO:** Copy will be optimized for relevant keywords to improve search engine ranking.
- **Format:** Digital text documents (e.g., DOCX, Google Docs).
- **Revisions:** ACME-1 will have two (2) rounds of revisions for each product page's copy.

Production Responsibilities

DocuPal Demo, LLC will be responsible for the following:

- **Scriptwriting:** Developing video scripts based on ACME-1's product information and marketing objectives.
- **Video Production:** Managing all aspects of video shooting, including location scouting, casting, filming, and editing.
- **Graphic Design:** Creating visually appealing graphics that align with ACME-1's brand identity.
- **Copywriting:** Crafting engaging and persuasive website copy that drives conversions.
- **Project Management:** Ensuring timely completion of all deliverables and effective communication with ACME-1.
- **Quality Control:** Maintaining high-quality standards throughout the production process.
- **Delivery:** Providing all deliverables in the specified formats and within the agreed-upon timelines.



Project Timeline and Milestones

DocuPal Demo, LLC will adhere to the following project timeline to ensure the successful and timely delivery of marketing materials for ACME-1's new product launch. The total production duration is three months.

Key Milestones

- **Script Approval:** July 15, 2024
- **Final Deliverables:** September 15, 2024

Detailed Schedule

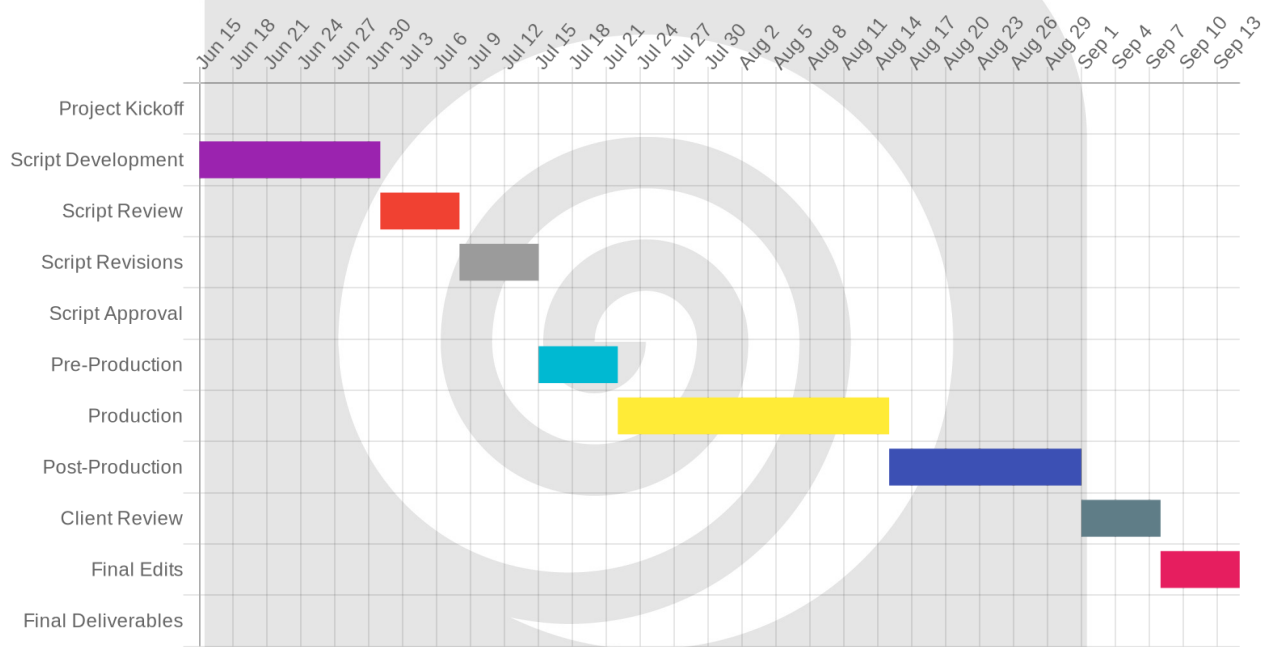
The project will proceed according to the following schedule. All dates are critical for maintaining project momentum.

Task	Start Date	End Date	Deliverable	Responsible Party
Project Kickoff	June 15, 2024	June 15, 2024	Project Plan Document	DocuPal Demo, LLC
Script Development	June 15, 2024	July 1, 2024	Draft Script	DocuPal Demo, LLC
Script Review	July 1, 2024	July 8, 2024	ACME-1 Feedback on Draft Script	ACME-1
Script Revisions	July 8, 2024	July 15, 2024	Final Script	DocuPal Demo, LLC
Script Approval	July 15, 2024	July 15, 2024	Approved Final Script	ACME-1
Pre-Production	July 15, 2024	July 22, 2024	Storyboards, shot lists, casting selections	DocuPal Demo, LLC
Production (Filming)	July 22, 2024	August 15, 2024	Raw Footage	DocuPal Demo, LLC
Post-Production (Editing)	August 15, 2024	September 1, 2024	Edited Video Draft	DocuPal Demo, LLC



Task	Start Date	End Date	Deliverable	Responsible Party
Client Review	September 1, 2024	September 8, 2024	ACME-1 Feedback on Edited Video	ACME-1
Final Edits	September 8, 2024	September 15, 2024	Final Video	DocuPal Demo, LLC
Final Deliverables	September 15, 2024	September 15, 2024	Completed Marketing Materials	DocuPal Demo, LLC

Project Timeline Visualization



Delay Penalties

Failure to meet the agreed-upon milestones will result in penalties, as described in Section 6 of this agreement. These penalties may include a reduction in payment or termination of the agreement if delays exceed 15 days.



Payment Terms and Conditions

Payment Schedule

ACME-1 will pay DocuPal Demo, LLC according to the following schedule:

- **Initial Payment:** 30% of the total project cost will be paid upfront upon signing this Agreement.
- **Mid-Project Payment:** 30% of the total project cost will be paid upon the completion of video shooting and graphic design.
- **Final Payment:** 40% of the total project cost will be paid upon final approval of all deliverables by ACME-1.

Payment Milestones

The payment schedule is directly linked to the achievement of specific project milestones. These milestones are detailed in Section 4 of this Agreement, which outlines the project timeline and deliverables. Successful completion of each milestone will trigger the corresponding payment.

Invoicing

DocuPal Demo, LLC will submit invoices to ACME-1 according to the payment schedule outlined above. Invoices will include:

- Invoice number
- Date of issue
- ACME-1's purchase order number (if applicable)
- A detailed description of the services rendered
- The amount due
- DocuPal Demo, LLC's payment details, including bank name, account number, and routing number.
- Reference to the relevant milestone achieved.

ACME-1 agrees to remit payment within thirty (30) days of the invoice date. Payments should be made in United States Dollars (USD) to DocuPal Demo, LLC's designated bank account.



Late Payment

If ACME-1 fails to make any payment within thirty (30) days of the invoice date, DocuPal Demo, LLC reserves the right to:

- Charge a late payment fee of 1.5% per month on the outstanding balance, or the highest rate permitted by applicable law, whichever is lower.
- Suspend work on the project until the outstanding balance, including any late payment fees, is paid in full.
- Pursue any legal remedies available to recover the outstanding balance, including reasonable attorney's fees and costs.

DocuPal Demo, LLC will provide written notice to ACME-1 prior to suspending work due to late payment. ACME-1 will have a ten (10) day cure period from the date of the notice to make the required payment and avoid suspension of work.

Payment Disputes

In the event of a dispute regarding any invoice, ACME-1 must notify DocuPal Demo, LLC in writing within ten (10) days of the invoice date. The notice must specify the reasons for the dispute and the amount in question. ACME-1 will pay the undisputed portion of the invoice according to the payment schedule.

Both parties will work in good faith to resolve any payment disputes. If a resolution cannot be reached through direct negotiation, the parties agree to attempt to resolve the dispute through mediation, as detailed in Section 15 of this Agreement.

Taxes

ACME-1 is responsible for paying all applicable taxes, including sales tax, use tax, or value-added tax (VAT), associated with the services provided by DocuPal Demo, LLC under this Agreement. If DocuPal Demo, LLC is required to collect any such taxes, these amounts will be added to the invoice and clearly identified.



Intellectual Property Rights

Ownership

ACME-1 shall exclusively own all rights, title, and interest in and to all intellectual property rights created, developed, or conceived by Docupal Demo, LLC (or its employees, agents, or subcontractors) during the course of this Production Agreement. This includes, but is not limited to, copyrights, trademarks, trade secrets, design rights, and any other proprietary rights in the deliverables. Upon full payment, all such intellectual property rights will automatically vest in ACME-1. Docupal Demo, LLC agrees to execute any documents and take any actions reasonably requested by ACME-1 to confirm or perfect ACME-1's ownership of such intellectual property rights.

Pre-Existing Intellectual Property

ACME-1 retains all rights, title, and interest in and to its pre-existing intellectual property. This agreement does not transfer any ownership of ACME-1's pre-existing intellectual property to Docupal Demo, LLC. Docupal Demo, LLC shall not use ACME-1's pre-existing intellectual property for any purpose other than as expressly authorized in this agreement.

License Grant to Docupal Demo, LLC

ACME-1 grants to Docupal Demo, LLC a limited, non-exclusive, royalty-free license to use the produced marketing materials solely for the purpose of showcasing its work in its professional portfolio. This license is restricted to self-promotional activities and does not extend to any commercial use or distribution of the materials. Docupal Demo, LLC must visibly credit ACME-1 in its portfolio where the produced materials are displayed. This license is revocable at any time at ACME-1's sole discretion.

Restrictions

Docupal Demo, LLC will not:

- Use the deliverables for any purpose other than creating the marketing materials for ACME-1 as outlined in this agreement, and its portfolio.
- Claim ownership of any intellectual property rights in the deliverables.



- Create any derivative works based on the deliverables, except as expressly authorized by ACME-1 in writing.
- Disclose the deliverables to any third party without ACME-1's prior written consent, except as required by law.
- Register or attempt to register any intellectual property rights in the deliverables.

Confidentiality and Non-Disclosure

DocuPal Demo, LLC and ACME-1 acknowledge that during the term of this Production Agreement, each party may have access to confidential information belonging to the other party. This information may include, but is not limited to, financial data, customer lists, and proprietary business strategies. Both parties agree to treat all such information as strictly confidential.

Scope of Confidential Information

Confidential Information includes any data or information that is competitively sensitive and not generally available to the public. This includes, but isn't limited to:

- Financial information
- Customer lists
- Proprietary business strategies
- Marketing plans
- Technical data
- Product designs
- Other information that either party identifies as confidential

Obligations of Confidentiality

Both DocuPal Demo, LLC and ACME-1 agree to the following:

- To protect the other party's Confidential Information with the same degree of care that they use to protect their own confidential information, but not less than reasonable care.
- To use the other party's Confidential Information solely for the purpose of performing their obligations under this Agreement.



- To restrict access to the other party's Confidential Information to only those employees or agents who need to know such information for the purpose of this Agreement and who are bound by confidentiality obligations at least as protective as those contained herein.

Permitted Disclosures

Notwithstanding the foregoing, the obligations of confidentiality shall not apply to information that:

- Is or becomes publicly available through no fault of the receiving party.
- Was already known to the receiving party prior to its disclosure by the disclosing party.
- Is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information.
- Is rightfully received by the receiving party from a third party without restriction on disclosure.
- Is 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 the extent legally permissible, and cooperates with the disclosing party in seeking a protective order or other appropriate remedy.

Duration

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

Quality Control and Inspection

DocuPal Demo, LLC is committed to delivering high-quality marketing materials that meet ACME-1's expectations. This section outlines the quality control procedures, inspection rights, and corrective actions related to the production of deliverables.

Quality Assurance

All deliverables will adhere to the quality standards defined in ACME-1's brand guidelines, as detailed in Schedule A. DocuPal Demo, LLC will conduct internal quality checks throughout the production process to ensure compliance with these



standards.

Inspection Rights

ACME-1's designated quality assurance team has the right to inspect all deliverables at reasonable times. Inspections may occur during production or upon completion of each deliverable. ACME-1 will provide DocuPal Demo, LLC with written notice of any planned inspections.

Inspection Procedure

Upon delivery of any marketing materials, ACME-1 will have a period of five (5) business days to conduct its inspection. ACME-1 will then provide DocuPal Demo, LLC with a written report detailing any defects or non-conformities identified during the inspection. If ACME-1 does not provide such a report within the specified timeframe, the deliverables will be deemed accepted.

Corrective Actions

If ACME-1 identifies any defects or non-conformities, DocuPal Demo, LLC will, at its own expense, rework the deliverables until they meet the required quality standards. DocuPal Demo, LLC will start the rework within two (2) business days of receiving ACME-1's written report. DocuPal Demo, LLC will then complete the rework as quickly as possible. The exact timeframe will depend on the nature and extent of the required changes.

Following the rework, ACME-1 will have another opportunity to inspect the corrected deliverables. This process will repeat, if necessary, until ACME-1 approves the deliverables.

Rejection

If DocuPal Demo, LLC fails to correct the defects or non-conformities after repeated attempts, ACME-1 has the right to reject the deliverables and terminate the applicable portion of this Agreement, subject to the termination provisions outlined elsewhere in this document.



Warranties and Representations

DocuPal Demo, LLC's Warranties

DocuPal Demo, LLC warrants that it will perform its obligations under this Agreement in a professional and workmanlike manner, using qualified personnel. DocuPal Demo, LLC warrants that the deliverables will conform to the specifications outlined in this Agreement. DocuPal Demo, LLC further warrants that the deliverables will be original and do not infringe upon the intellectual property rights of any third party.

DocuPal Demo, LLC warrants that the final product will be free from defects in materials and workmanship. This warranty shall extend for a period of [Number] days/months from the date of delivery. If, during this period, ACME-1 discovers any defects, ACME-1 must notify DocuPal Demo, LLC in writing within [Number] days of discovery.

DocuPal Demo, LLC's liability under this warranty is limited to, at DocuPal Demo, LLC's option, either correcting the defects or refunding the payment related to the defective deliverables. This warranty does not cover defects caused by misuse, neglect, or unauthorized alterations by ACME-1.

DocuPal Demo, LLC warrants that the deliverables will comply with all applicable laws and regulations in the United States. DocuPal Demo, LLC makes no warranties regarding the compliance of the deliverables with laws and regulations outside of the United States.

ACME-1's Warranties

ACME-1 warrants that it has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder. ACME-1 warrants that it owns or has the necessary licenses and permissions to provide all materials, content, and information furnished to DocuPal Demo, LLC for use in the production of the deliverables. ACME-1 warrants that these materials do not infringe upon the intellectual property rights of any third party.

ACME-1 represents and warrants that all information provided to DocuPal Demo, LLC is accurate, complete, and not misleading in any material respect. ACME-1 shall be solely responsible for the accuracy and legality of the content it provides. ACME-1



shall defend, indemnify, and hold harmless DocuPal Demo, LLC from and against any and all claims, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any breach of this warranty.

ACME-1 acknowledges that DocuPal Demo, LLC is relying on these warranties and representations in entering into this Agreement.

Indemnification and Liability

Indemnification by Acme, Inc.

Acme, Inc. agrees to defend, indemnify, 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 third-party claims. These claims must arise from the use of the marketing materials produced under this agreement.

Indemnification by Docupal Demo, LLC

Docupal Demo, LLC will indemnify, defend, and hold harmless Acme, Inc., 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 breach of this agreement by Docupal Demo, LLC.
- Any negligent acts or omissions of Docupal Demo, LLC.
- Any willful misconduct by Docupal Demo, LLC in the performance of its obligations under this agreement.

Limitation of Liability

Docupal Demo, LLC's total liability to Acme, Inc. under this agreement, whether in contract, tort (including negligence), or otherwise, shall not exceed the total contract value. This limit applies regardless of the cause of action.



Exclusions of Liability

In no event shall Docupal Demo, LLC be liable to Acme, Inc. for any indirect, incidental, consequential, special, or punitive damages (including, without limitation, damages for loss of profits, business interruption, or loss of information) arising out of or relating to this agreement, even if Docupal Demo, LLC has been advised of the possibility of such damages. This exclusion does not apply to direct damages covered under the indemnification provisions.

Notification of Claims

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 will cooperate fully with the indemnifying party in the defense of such claim.

Force Majeure

DocuPal Demo, LLC will not be liable for any failure or delay in performance. This applies if such failure or delay is due to a Force Majeure Event.

Definition

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

- Natural disasters (e.g., floods, earthquakes, hurricanes)
- Acts of government (e.g., embargoes, regulations, orders)
- Terrorism

Impact on Obligations

If a Force Majeure Event occurs, DocuPal Demo, LLC's performance will be suspended. This suspension will last for the duration of the Force Majeure Event. DocuPal Demo, LLC will make reasonable efforts to mitigate the impact of the Force Majeure Event. ACME-1's obligations will also be suspended during this period. Both parties will work together to find a reasonable solution.

Term and Termination

Term

This Agreement shall commence on August 9, 2025, and will continue for an initial term of one (1) year.

Renewal

Following the initial one-year term, this Agreement will automatically renew for additional one-year terms. This automatic renewal will continue unless either party provides written notice of termination at least sixty (60) days prior to the end of the then-current term.

Termination Rights

Termination for Cause

Either party may terminate this Agreement for cause if the other party breaches any material provision of this Agreement. The terminating party must provide written notice to the breaching party, specifying the nature of the breach. The breaching party will have thirty (30) days from the date of the notice to cure the breach. If the breach is not cured within this period, the terminating party may terminate the Agreement immediately upon written notice. Grounds for termination include, but are not limited to:

- Failure to meet agreed-upon quality standards as outlined in **Exhibit A**.
- Insolvency or bankruptcy of either party.

Termination for Convenience

Either party may terminate this Agreement for convenience by providing sixty (60) days written notice to the other party.

Consequences of Termination

Upon termination of this Agreement for any reason, the following shall occur:



- All rights to the marketing materials produced by DocuPal Demo, LLC, shall revert to Acme, Inc.
- DocuPal Demo, LLC, shall forfeit any outstanding payments owed for work not yet completed as of the termination date.
- Acme, Inc, will pay DocuPal Demo, LLC for all work completed to satisfaction up to the termination date.
- Both parties will return or destroy any confidential information of the other party.

Dispute Resolution

DocuPal Demo, LLC and ACME-1 will try to resolve any dispute related to this agreement amicably. Both parties will first attempt to resolve the issue through good-faith negotiations.

Mediation

If negotiation fails, both parties agree to attempt to settle the dispute by mediation. A mutually agreed-upon mediator will conduct the mediation in Delaware. Both parties will share the costs of the mediator equally.

Arbitration

If mediation does not resolve the dispute, the parties agree to submit the dispute to binding arbitration. The arbitration will occur in Delaware. It will follow the rules of the American Arbitration Association. The arbitrator's decision will be final and binding. Both parties can enter the judgment in any court having jurisdiction.

Governing Law and Jurisdiction

The laws of the State of Delaware govern this agreement. The courts of Delaware will have jurisdiction over any legal action. This includes arbitration-related actions.



Governing Law and Jurisdiction

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

Jurisdiction

Any legal action or proceeding arising out of or relating to this Agreement must be brought in the state or federal courts located in Wilmington, Delaware. Both Docupal Demo, LLC and ACME-1 irrevocably consent to the personal jurisdiction and venue of these courts for such purposes. The parties also waive any objection to the laying of venue in such courts. This includes any claim that such forum is inconvenient.

Service of Process

Each party irrevocably appoints an agent for service of process in Wilmington, Delaware. This is only if such party is not otherwise subject to service of process in Delaware.

Waiver of Jury Trial

To the extent permitted by law, both Docupal Demo, LLC and ACME-1 waive the right to a jury trial in any action arising out of or relating to this Agreement.

Miscellaneous Provisions

Amendments

This Agreement may be amended or modified only by a written instrument signed by both ACME-1 and DocuPal Demo, LLC. No modification or amendment will be effective unless it is in writing and signed by authorized representatives of both parties.



Notices

All notices and other communications in connection with this Agreement must be in writing. Notices will be considered duly given when delivered (a) in person, (b) by overnight delivery service, or (c) by certified mail, return receipt requested, to the addresses specified below:

If to ACME-1:

Legal Department 3751 Illinois Avenue Wilsonville, Oregon - 97070, USA

If to DocuPal Demo, LLC:

Legal Department 23 Main St, Anytown, CA 90210

Assignment

Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party. Any attempted assignment or delegation in violation of this section will be void.

Entire Agreement

This Agreement constitutes the entire agreement between ACME-1 and DocuPal Demo, LLC. It supersedes all prior and contemporaneous agreements and understandings, both written and oral, with respect to the subject matter of this Agreement.

