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Introduction and Purpose

This Streaming Rights 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 an address at 23 Main St, Anytown, CA 90210 ("DocuPal"), and Acme, Inc, a company organized under the laws of the United States, with an address at 3751 Illinois Avenue, Wilsonville, Oregon - 97070 ("ACME-1").

Purpose

The primary purpose of this Agreement is to grant ACME-1 certain non-exclusive streaming rights to films, documentaries, and series. DocuPal desires to grant ACME-1 the right to stream certain content within the United States and Canada, and ACME-1 desires to obtain such rights, all in accordance with the terms and conditions set forth herein. This Agreement outlines the terms, conditions, and scope under which ACME-1 may stream the specified content. It defines the licensed territory, the license term, payment obligations, and other essential provisions governing the streaming of content.

Grant of Rights

Docupal Demo, LLC grants to ACME-1 a non-exclusive right to stream the Content. This includes films, documentaries, and series, as further defined in *Exhibit A*.

Scope of Rights

ACME-1's streaming rights extend solely to the online streaming of the Content to end-users. ACME-1 can stream content on online platforms and mobile applications.

Territory

The territory for these streaming rights is limited to the United States and Canada.



Term

The term of this grant will begin on the Effective Date and continue as defined in *Section 3 (Term and Termination)*.

Limitations

ACME-1 does not have the right to sublicense, distribute, or otherwise exploit the Content beyond the express streaming rights granted here. These rights are non-transferable without the prior written consent of Docupal Demo, LLC.

Term and Renewal

The initial term of this Streaming Rights Agreement will be two (2) years. The term will start on the effective date.

Renewal

After the initial term, this agreement will automatically renew. The renewal will be for additional one (1) year terms.

Termination

Either party can stop the automatic renewal. They must provide written notice. The notice must be given at least ninety (90) days before the renewal date. This agreement can also be terminated if either party breaches the terms of the contract.

Payment and Royalties

DocuPal Demo, LLC will pay ACME-1 royalties based on the revenue generated from streaming the Content. These royalties represent the sole compensation due to ACME-1 for the streaming rights granted under this Agreement. No upfront fees or minimum guarantees are part of this agreement.



Royalty Calculation

The royalty rate will be calculated as a percentage of the gross revenue DocuPal Demo, LLC receives directly from streaming the Content in the United States and Canada. The specific royalty percentage is outlined in **Appendix A**. Gross revenue includes all income earned from subscriptions, advertising, and any other source related to the streaming of the Content.

Payment Schedule and Reporting

DocuPal Demo, LLC will provide royalty payments to ACME-1 on a quarterly basis. Each payment will be made within forty-five (45) days following the end of each calendar quarter (March 31, June 30, September 30, and December 31). Along with each royalty payment, DocuPal Demo, LLC will furnish ACME-1 with a detailed report. This report will include viewership data, revenue generated, and the calculation of royalties owed for the corresponding quarter. The report will be delivered electronically to the address specified by ACME-1.

Audit Rights

ACME-1 has the right to audit DocuPal Demo, LLC's records related to the streaming of the Content. This audit can occur no more than once per year. ACME-1 must provide DocuPal Demo, LLC with at least thirty (30) days' written notice before conducting an audit. The audit will be conducted at ACME-1's expense, unless a discrepancy of five percent (5%) or more is discovered. In that case, DocuPal Demo, LLC will cover the reasonable costs of the audit. The audit must be performed by a certified public accountant.

Payment Currency

All payments will be made in United States Dollars (USD). Payments will be made via electronic funds transfer to the bank account designated by ACME-1 in writing.

Content Delivery and Quality Standards

ACME-1 will deliver all content to DocuPal Demo, LLC according to the following standards.



Content Delivery

ACME-1 must deliver all films, documentaries, and series at least 30 days before the license term begins. All content must be delivered electronically using methods that DocuPal Demo, LLC approves. ACME-1 is responsible for all delivery costs.

Technical Specifications

ACME-1 will provide content in HD format (1080p). DocuPal Demo, LLC will inform ACME-1 of any specific codec, container format, or other technical requirements.

Quality Assurance

DocuPal Demo, LLC will conduct quality assurance testing on all delivered content. If DocuPal Demo, LLC finds quality issues, it will notify ACME-1. ACME-1 will then correct and resubmit the content promptly. DocuPal Demo, LLC has the right to reject content that doesn't meet agreed standards.

Usage Restrictions and Obligations

ACME-1's usage of the content provided under this Streaming Rights Agreement is subject to the following restrictions and obligations.

Content Use

ACME-1 is granted a non-exclusive license to stream the content within the United States and Canada. This license does not permit ACME-1 to sublicense the content to any third party. ACME-1 shall not modify the content without the prior written consent of Docupal Demo, LLC.

Advertising and Promotion

ACME-1 is permitted to advertise and promote the content. ACME-1 shall not advertise any products or services that directly compete with Docupal Demo, LLC.



Compliance

ACME-1 shall comply with all applicable laws and regulations in connection with its streaming of the content. This includes, but is not limited to, copyright laws, privacy laws, and consumer protection laws. ACME-1 is responsible for ensuring its streaming platform meets all required accessibility standards.

Reporting and Audit Rights

Reporting Obligations

ACME-1 will provide Docupal Demo, LLC with quarterly reports. These reports must detail viewership data for the content. They will also include a breakdown of all revenue generated from streaming the content. Reports are due within thirty (30) days following the end of each calendar quarter.

Audit Rights

Docupal Demo, LLC has the right to audit ACME-1's financial records. This audit is limited to records directly related to the revenue generated from streaming the content. Docupal Demo, LLC will provide reasonable notice before conducting any audit. The audit will be conducted at Docupal Demo, LLC's expense, unless a discrepancy of five percent (5%) or greater is discovered, in which case ACME-1 will bear the cost of the audit.

Confidentiality

Both DocuPal Demo, LLC and ACME-1 agree to keep confidential all non-public information related to this Streaming Rights Agreement. This includes, but is not limited to, financial information, viewership data, and technical specifications.

Permitted Use

Each party may use confidential information only to fulfill its obligations under this agreement. Disclosure to employees, agents, or subcontractors is permitted only if they have a need to know and are bound by similar confidentiality obligations.



Duration

The obligations of confidentiality outlined in this section will continue for a period of five years following the termination of this Streaming Rights Agreement.

Warranties and Representations

DocuPal Demo, LLC Warranties

DocuPal Demo, LLC warrants that it owns all rights, title, and interest in and to the Content. This includes the right to grant the streaming rights as outlined in this Agreement. DocuPal Demo, LLC represents and warrants that it has the full power and authority to enter into this Agreement and to perform its obligations. DocuPal Demo, LLC warrants that the Content does not infringe upon or violate any intellectual property rights, privacy rights, or other rights of any third party. DocuPal Demo, LLC guarantees that it will deliver the content as per agreed specifications.

Acme, Inc Warranties

ACME-1 warrants that it will use the Content in compliance with all applicable laws and regulations. ACME-1 represents and warrants that it has the full power and authority to enter into this Agreement and to perform its obligations. ACME-1 warrants that its use of the Content will not infringe upon or violate any intellectual property rights, privacy rights, or other rights of any third party. ACME-1 guarantees that all provided reports will accurately reflect revenues.

Disclaimer

Except as expressly provided in this Agreement, neither party makes any other warranties, express or implied, regarding the Content or the streaming rights granted hereunder. All other warranties, including but not limited to, implied warranties of merchantability and fitness for a particular purpose, are hereby disclaimed.



Indemnification and Liability

Indemnification

ACME-1 will defend, indemnify, and hold harmless Docupal Demo, LLC, its officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to ACME-1's use of the content provided under this Agreement. This includes, but is not limited to, claims of infringement, violation of privacy, defamation, or any other third-party claims resulting from ACME-1's streaming or other exploitation of the content.

Limitation of Liability

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. Docupal Demo, LLC's total liability to ACME-1 for any and all claims arising out of or relating to this Agreement will be limited to the total amount of royalties paid by ACME-1 to Docupal Demo, LLC under this Agreement during the twelve (12) months preceding the date on which the claim arose. The parties agree that these limitations are a material part of the agreement and that, in their absence, the financial terms of this agreement would be substantially different.

Termination

This Agreement may be terminated under the following conditions:

Termination for Breach

Either party may terminate this Agreement if the other party materially breaches any of its obligations. This includes, but is not limited to, ACME-1's failure to pay royalties due to DocuPal Demo, LLC per the payment terms outlined in this Agreement. It also includes any unauthorized use of the Content outside the scope of the rights granted herein.



Notice of Termination

The party seeking to terminate must provide written notice to the other party. The notice period for termination is sixty (60) days. The termination will be effective sixty (60) days following the date of the notice, unless the breaching party cures the breach within that period.

Post-Termination Obligations

Upon termination of this Agreement, all rights granted to ACME-1 by DocuPal Demo, LLC will immediately revert to DocuPal Demo, LLC. ACME-1 must cease all streaming of the Content. ACME-1 will also deliver to DocuPal Demo, LLC, or destroy, all copies of the Content in its possession or control. ACME-1 will provide written certification of such destruction if requested by DocuPal Demo, LLC.

Dispute Resolution and Governing Law

Dispute Resolution

Docupal Demo, LLC and ACME-1 agree to resolve any disputes related to this Streaming Rights Agreement through binding arbitration. Before starting arbitration or any litigation, both parties must first attempt to resolve the dispute through mediation.

Governing Law

The laws of the State of California govern this Streaming Rights Agreement, without regard to its conflict of laws principles. The venue for any arbitration or legal proceedings will be in California.

Miscellaneous Provisions

Force Majeure

Neither Docupal Demo, LLC nor ACME-1 will be liable for delays or failures to perform their obligations under this Agreement if such failures are due to unforeseeable events beyond their reasonable control. Such events include, but are



not limited to, acts of God, war, strikes, and governmental regulations.

Assignment

Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party.

Notices

All notices relating to this Agreement must be in writing and sent by certified mail to the addresses listed in the introductory section of this Agreement.

Entire Agreement

This Agreement constitutes the entire agreement between Docupal Demo, LLC and ACME-1 relating to the streaming rights of the Content and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between Docupal Demo, LLC and ACME-1 with respect to the Streaming Rights.

Signatures

This Streaming Rights Agreement is effective as of October 26, 2023.

DocuPal Demo, LLC

Signed: _____

Name: John Smith

Title: _____

Date: _____

ACME-1 (Acme, Inc)

Signed: _____

Name: Jane Doe



Title: _____

Date: _____

