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Introduction and Parties

Introduction

This Content Creation Agreement (the "Agreement") is made and entered into as of October 26, 2023, by and between DocuPal Demo, LLC and Acme, Inc. This Agreement sets forth the terms and conditions under which DocuPal Demo, LLC will provide content creation services to Acme, Inc. The purpose of this Agreement is to clearly define the scope of work, deliverables, timelines, payment terms, and intellectual property rights related to the content created.

Parties

DocuPal Demo, LLC (Producer)

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, will be responsible for the creation of content as outlined in this Agreement.

Acme, Inc (Client)

Acme, Inc, also known as ACME-1, a business entity organized under the laws of the United States, with its principal place of business at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA, is commissioning the content creation services. Acme, Inc will review and approve content, and provide feedback to DocuPal Demo, LLC as needed.

Scope of Work

DocuPal Demo, LLC will provide content creation services to ACME-1 as described below. The content will include blog posts, social media content, and video scripts. DocuPal Demo, LLC will deliver original content, free from plagiarism, and tailored to ACME-1's brand guidelines.



Content Deliverables

- **Blog Posts:** DocuPal Demo, LLC will create blog posts optimized for the ACME-1 WordPress platform. These posts will cover topics as agreed upon by both parties. Each post will be approximately 500-700 words.
- **Social Media Content:** DocuPal Demo, LLC will develop social media content suitable for distribution on Facebook, Instagram, and Twitter. This includes text, images, and short video content. The frequency of posts will be determined in a content calendar developed collaboratively.
- **Video Scripts:** DocuPal Demo, LLC will write video scripts for ACME-1's YouTube channel. Each script will be designed for videos ranging from 3 to 5 minutes in length.

Formatting and Channels

Content Type	Format	Channel(s)
Blog Posts	WordPress	ACME-1 WordPress Blog
Social Media Content	Text, Image, Video	Facebook, Instagram, and Twitter
Video Scripts	Script	ACME-1 YouTube Channel

Timelines

The specific timelines for each deliverable will be detailed in a project schedule to be agreed upon by both DocuPal Demo, LLC and ACME-1. Generally, DocuPal Demo, LLC will deliver an initial draft of each piece of content within [Number] business days of assignment. ACME-1 will then have [Number] business days to provide feedback. Final content will be delivered within [Number] business days of receiving feedback.

Payment Terms

Payment Amount and Schedule

ACME-1 will pay Docupal Demo, LLC a total of \$10,000. The payment will be split into two installments. The first installment of \$5,000, representing 50% of the total payment, is due upfront upon signing this Agreement. The remaining balance of



\$5,000, representing the other 50% of the total payment, is due upon completion of all content outlined in this Agreement.

Invoicing and Payment Methods

Docupal Demo, LLC will send invoices to ACME-1 via email. ACME-1 will remit payments to Docupal Demo, LLC via wire transfer or company check. Payment details for wire transfers will be provided on the invoice.

Late Payment

If ACME-1 fails to make any payment within the agreed-upon timeframe, a late payment fee will be applied. The late payment fee will accrue at a rate of 5% per month on the outstanding balance. This fee will be applied starting from the date the payment was originally due until the date the payment is received by Docupal Demo, LLC.

Intellectual Property Rights and Ownership

Ownership and Transfer of Rights

DocuPal Demo, LLC agrees that all intellectual property rights, including copyright, in the content created under this Agreement will be fully owned by Acme, Inc. Upon full and final payment, DocuPal Demo, LLC hereby assigns and transfers to ACME-1 all rights, title, and interest in and to the content.

Exclusive Usage Rights

ACME-1 will have exclusive rights to use the content created under this Agreement. DocuPal Demo, LLC retains no rights to use, distribute, or reproduce the content once it has been delivered to ACME-1 and payment has been received.



Restrictions on Content Use

Acme, Inc agrees that the content will not be used for any unlawful, discriminatory, or defamatory purposes. ACME-1 is responsible for ensuring that all uses of the content comply with applicable laws and regulations. DocuPal Demo, LLC is not liable for any misuse of content by ACME-1 or its affiliates.

Confidentiality

Definition of Confidential Information

Confidential Information includes, but is not limited to, business strategies, customer data, and financial information belonging to either DocuPal Demo, LLC or ACME-1. Both parties agree that this information is sensitive and proprietary.

Obligations

Both DocuPal Demo, LLC and ACME-1 will protect each other's Confidential Information. This includes secure storage and restricted access to authorized personnel only. Neither party will disclose Confidential Information to third parties without prior written consent from the other party.

Exclusions

Information already publicly available, or independently developed without reference to the other party's Confidential Information, is excluded from these obligations. Information rightfully received from a third party without confidentiality restrictions is also excluded.

Duration

The confidentiality obligations outlined in this Agreement will remain in effect for a period of five (5) years following the termination or expiration of this Content Creation Agreement.



Revisions and Approval Process

Content Revision

Docupal Demo, LLC will provide ACME-1 with the opportunity to review and request revisions to the content created under this Agreement. ACME-1 is entitled to **two** rounds of revisions for each piece of content.

Submission of Revision Requests

ACME-1 must submit all revision requests via email to the designated Docupal Demo, LLC contact. Each request should include specific and detailed feedback to guide the revisions.

Approval and Further Action

Docupal Demo, LLC will address and implement all revision requests in a timely manner. If, after two revision attempts, the content does not meet ACME-1's approval, both parties will discuss potential solutions. If a resolution cannot be reached, either party may terminate the Agreement as per the termination clause outlined in this document.

Warranties and Representations

Content Originality and Rights

DocuPal Demo, LLC warrants that all content created under this Agreement will be original. We guarantee that the content will not infringe upon any copyright, trademark, patent, trade secret, or other intellectual property right of any third party. DocuPal Demo, LLC assures ACME-1 that it has the full right, power, and authority to enter into this Agreement and to perform its obligations, including granting the rights as specified. DocuPal Demo, LLC ensures that the content will comply with all applicable laws and regulations.



Disclaimer of Liability

DocuPal Demo, LLC will not be liable for any indirect, incidental, or consequential damages arising out of or in connection with this Agreement.

Indemnification

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.

Scope of Indemnity

This indemnity covers claims that the content created by DocuPal Demo, LLC infringes any copyright, contains plagiarized material, or breaches confidentiality.

Limitation

The total liability of DocuPal Demo, LLC under this indemnification section will not exceed the total payment amount specified in this Agreement.

Termination

This Agreement may be terminated under the following conditions: breach of contract by either party, failure to deliver content as agreed, or if either party becomes insolvent.

Notice of Termination

The party seeking to terminate this Agreement must provide written notice to the other party. A thirty (30) day notice period is required before termination becomes effective.



Obligations Upon Termination

Upon termination, DocuPal Demo, LLC will complete any pending deliverables as reasonably possible or return them to ACME-1. ACME-1 will make payments on a prorated basis for work satisfactorily completed up to the termination date.

Dispute Resolution

The parties will try to resolve any dispute related to this Agreement through good-faith negotiations.

Mediation

If negotiation fails, the parties agree to attempt to settle the dispute by non-binding mediation. They will select a mutually acceptable mediator in good standing. The parties will share the costs of the mediator equally.

Binding Arbitration

If mediation does not resolve the dispute, the parties agree to settle it by binding arbitration. The arbitration will occur in accordance with the rules of the American Arbitration Association. The arbitrator's decision will be final and binding. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction.

Jurisdiction and Venue

This Agreement will be governed by and construed in accordance with the laws of the State of Delaware. Jurisdiction for any legal action will be in Delaware, and venue will be in Wilmington.



Force Majeure

Definition

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 acts of God, war, or government regulations. These events are considered force majeure.

Notification

If a force majeure event occurs, the affected party must notify the other party promptly. Notification must be done via email or certified mail.

Effect on Obligations

The obligations of the affected party will be suspended for the duration of the force majeure event. Once the event ceases, both parties' obligations will resume.

Portfolio and Use of Work for Marketing

DocuPal Demo, LLC (the "Producer") retains the right to display the work created under this Agreement in its portfolio. This includes showcasing the content on its website, in presentations, and in other marketing materials.

Client Approval

The Producer will obtain ACME-1's (the "Client") prior written approval before publicly displaying any work produced under this Agreement. This ensures the Client's brand and marketing strategies are respected.

Restrictions

Client information will not be displayed by the Producer without the Client's explicit prior written approval. This includes the Client's name, logos, or any details that could identify the Client.



Marketing Use

The Producer must receive the Client's approval before using any content created under this Agreement for marketing purposes. This includes case studies, testimonials, or any promotional material.

Compliance with Laws

DocuPal Demo, LLC will perform the services and create the content in compliance with all applicable laws and regulations.

Legal Review

All content produced under this agreement is subject to legal review to ensure compliance. This review covers aspects such as:

- Intellectual property rights
- Advertising standards
- Data privacy

Acme, Inc. acknowledges that DocuPal Demo, LLC is relying on ACME-1 for information regarding ACME-1's specific business operations and compliance requirements. DocuPal Demo, LLC is not responsible for compliance with laws specific to ACME-1's industry unless ACME-1 provides detailed written specifications. Each party will be responsible for compliance with laws and regulations that apply to its business and operations.

Miscellaneous Provisions

Amendments

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



Assignment

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

Entire Agreement

This Agreement constitutes the entire agreement between Docupal Demo, LLC and ACME-1 relating to the content creation services described herein. It supersedes all prior or contemporaneous communications and proposals, whether oral or written, between the parties with respect to the subject matter of this Agreement.

