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# Introduction and Purpose

This Localization 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, USA ("Docupal") and Acme, Inc, located at 3751 Illinois Avenue, Wilsonville, Oregon, 97070, USA ("ACME-1").

## Purpose

The purpose of this Agreement is to set forth the terms and conditions under which Docupal will provide localization services to ACME-1. These services will ensure ACME-1's content is accurately translated and culturally adapted for international markets.

## Scope of Services

Docupal's localization services include translation, transcreation, linguistic testing, and cultural consultation. These services will help ACME-1 effectively communicate with global audiences.

## Scope of Localization Services

Docupal Demo, LLC will provide localization services to ACME-1, as detailed below. These services ensure ACME-1's content is linguistically and culturally appropriate for the target markets.

## Language Coverage

This agreement covers localization into the following languages and regions:

- Spanish for Latin America
- French for Canada
- German for Germany



## Content Types

The localization services will apply to these content types:

- Software interfaces
- Marketing materials
- Technical documentation

## Localization Tasks

Our services include, but are not limited to:

- **Translation:** Accurate conversion of text from English into the target languages.
- **Review and Editing:** Linguistic review by native speakers to ensure quality and accuracy.
- **Cultural Adaptation:** Modification of content to suit the cultural norms of each target market.
- **Terminology Management:** Consistent use of approved terminology.
- **Quality Assurance:** Testing of localized software and review of translated materials.

## Deliverables and Schedule

Docupal Demo, LLC will deliver localized content according to the following schedule:

- **Weekly Progress Reports:** Updates on the status of localization projects.
- **Monthly Deliverable Submissions:** Submission of completed localized materials each month.

Specific deadlines for individual projects will be mutually agreed upon and outlined in separate project statements of work.



# Intellectual Property Rights

## Original Content

Acme, Inc. retains all right, title, and interest in and to the original content provided for localization. Docupal Demo, LLC acknowledges that Acme, Inc. is the sole owner of the original content.

## Localized Content

Acme, Inc. shall have full ownership of all localized content produced under this Agreement. This includes all translations, adaptations, and derivative works created from the original content. Acme, Inc. will have unrestricted rights to use, reproduce, distribute, and modify the localized content as it sees fit.

## License Grant

Docupal Demo, LLC hereby grants to Acme, Inc. a perpetual, worldwide, non-exclusive license to use, modify, and distribute the localized content. This license allows Acme, Inc. to fully utilize the localized content without any further approvals or restrictions from Docupal Demo, LLC.

# Confidentiality and Data Protection

Docupal Demo, LLC ("Producer") and ACME-1 ("Client") acknowledge that during the course of this Localization Agreement, each party may have access to confidential information belonging to the other party. This information may include, but is not limited to, technical specifications, marketing strategies, and customer data. Both parties agree to protect this confidential information with the same degree of care that they use to protect their own confidential information, but no less than a reasonable degree of care.

## Data Security

Client data will be handled securely. Producer will use encrypted storage and secure transfer protocols compliant with GDPR. Producer will comply with all applicable data protection laws and regulations, including GDPR and CCPA. The Producer will



promptly notify the Client upon discovery of any data breach or unauthorized access to Client's confidential information.

## Quality Assurance and Standards

Docupal Demo, LLC is committed to providing high-quality localization services that meet ACME-1's requirements. Our quality assurance process adheres to ISO 17100 standards.

### Revision and Correction Process

We include two revision cycles for each deliverable. These cycles allow ACME-1 to review the localized content and request any necessary changes or corrections. Our team will address all feedback promptly and efficiently. We aim to ensure the final product aligns perfectly with ACME-1's expectations.

### Acceptance Procedure

ACME-1 will have five business days to formally accept or reject each deliverable upon its delivery. Acceptance signifies that the deliverable meets the agreed-upon quality standards and requirements. If ACME-1 rejects a deliverable, they must provide specific feedback and reasons for the rejection. We will then address the issues raised and resubmit the deliverable for acceptance.

## Pricing and Payment Terms

Docupal Demo, LLC will provide localization services to ACME-1 based on the following pricing and payment terms.

### Pricing Structure

Translation services will be charged on a per-word basis. Other services, such as project management, quality assurance, and engineering, will be charged on a per-project basis. Specific rates for these services will be outlined in individual project proposals. These proposals will be provided to ACME-1 for review and approval before the commencement of any work.



## Invoicing and Payment Schedule

Docupal Demo, LLC will invoice ACME-1 upon completion of each project milestone or at the end of each month, as agreed upon in the project proposal. All invoices will be denominated in United States Dollars (USD). ACME-1 agrees to pay all invoices within thirty (30) days of the invoice date (Net 30 terms).

## Payment Methods

Payments can be made via wire transfer or ACH to the bank account specified on the invoice. ACME-1 is responsible for any bank fees associated with the payment transfer.

## Late Payment

Any invoice amounts not paid within thirty (30) days of the invoice date will be subject to a late payment charge. This charge will accrue interest at a rate of 1.5% per month on the overdue amount, calculated from the original invoice date. Docupal Demo, LLC reserves the right to suspend services on any projects if payments are not received according to these terms.

# Term and Termination

## Initial Term

This Localization Agreement will begin on August 9, 2025, and continue for a period of one year.

## Renewal

This Agreement will not automatically renew. Any renewal will require a written agreement signed by both Docupal Demo, LLC, and ACME-1.

## Termination

Either party may terminate this Agreement under the following circumstances:





- **Material Breach:** If either party materially breaches any of its obligations under this Agreement, the non-breaching party may terminate this Agreement by providing 30 days written notice to the breaching party. The notice must specify the nature of the breach. Termination will be effective if the breach is not cured within the 30-day notice period.
- **Insolvency:** Either party may terminate this Agreement immediately upon written notice if the other party becomes insolvent, files for bankruptcy, or has a receiver appointed for its assets.
- **Failure to Perform:** If either party fails to perform its obligations under this Agreement, the other party may terminate the Agreement by providing 30 days written notice.

## Liability and Indemnification

### DocuPal Demo, LLC Liability

DocuPal Demo, LLC is liable for damages directly resulting from errors in the localization services it provides under this Agreement. This liability is limited to direct damages only.

### Acme, Inc Liability

Acme, Inc is responsible for the accuracy and completeness of all source materials provided to DocuPal Demo, LLC for localization. DocuPal Demo, LLC is not liable for errors originating in the source material.

### Limitation of Liability

The total liability of DocuPal Demo, LLC to Acme, Inc under this Agreement is capped at the total fees paid by Acme, Inc to DocuPal Demo, LLC. This limitation applies regardless of the form of action, whether in contract, tort, or otherwise.

### Claims Process

Acme, Inc must provide written notice of any claim against DocuPal Demo, LLC within fifteen (15) days of discovering the issue giving rise to the claim. Failure to provide timely notice constitutes a waiver of the claim.





# Force Majeure

## Definition

Neither Docupal Demo, LLC nor ACME-1 will be liable for any failure or delay in performance. This applies if such failure or delay is due to unforeseen events beyond their reasonable control. These events include, but are not limited to, natural disasters, war, and new government regulations.

## Impact on Performance

If a force majeure event occurs, the affected party's performance will be suspended for the duration of the event. A reasonable extension of time will be granted to complete the obligations under this Localization Agreement. The extension period will be equal to the time lost because of the force majeure event.

## Notification

The party experiencing the force majeure event must provide immediate written notice to the other party. This notice must describe the event and its anticipated impact on performance.

# Dispute Resolution

## Initial Escalation

Docupal Demo, LLC and ACME-1 will first attempt to resolve any disputes informally. Both parties agree to escalate the issue to their respective senior management. This escalation will occur before pursuing other dispute resolution methods. Senior management will have thirty (30) days to resolve the dispute.

## Mediation

If senior management cannot resolve the dispute, the parties will attempt to settle it through 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 fails to resolve the dispute, the parties agree 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 on both parties. The laws of the State of Delaware will govern the interpretation and enforcement of this agreement.

## Support and Maintenance

Docupal Demo, LLC will provide support and maintenance services to ACME-1 for a period of thirty (30) days following the final delivery of the localized materials.

### Scope of Support

This support includes addressing any issues or errors directly related to the localization services provided under this Agreement. Our team will be available to answer questions and resolve issues pertaining to the delivered translations, cultural adaptations, and overall quality of the localized content.

### Response Time

Docupal Demo, LLC will respond to all support requests from ACME-1 within twenty-four (24) hours of receiving the request. We are committed to providing timely and effective solutions to ensure ACME-1's satisfaction.

### Post-Support Period

Following the initial thirty (30) day support period, ACME-1 may request additional support services from Docupal Demo, LLC. These services will be billed at our standard hourly rates, which will be communicated and agreed upon in writing prior to the commencement of any additional work.



# Miscellaneous Provisions

## Assignment

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

## Notices

All notices regarding this Localization Agreement must be delivered by both email and registered mail to the addresses listed in this document. Docupal Demo, LLC's address is 23 Main St, Anytown, CA 90210. ACME-1's address is 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA.

## Entire Agreement

This Localization Agreement constitutes the entire agreement between Docupal Demo, LLC and ACME-1 relating to the subject matter herein. It supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between Docupal Demo, LLC and ACME-1 with respect to the Localization Agreement.

# Signatures and Execution

This Localization Agreement becomes effective on the date of the last signature.

DocuPal Demo, LLC and ACME-1 agree to the terms and conditions outlined in this Agreement through the signatures of their authorized representatives. Electronic signatures are accepted as valid.

## Formal Signing

To acknowledge their agreement to these terms, both parties will execute this Localization Agreement. DocuPal Demo, LLC will have its Chief Executive Officer sign, and ACME-1 will have its authorized representative sign. Each party will retain a fully executed copy of this Agreement for their records.

