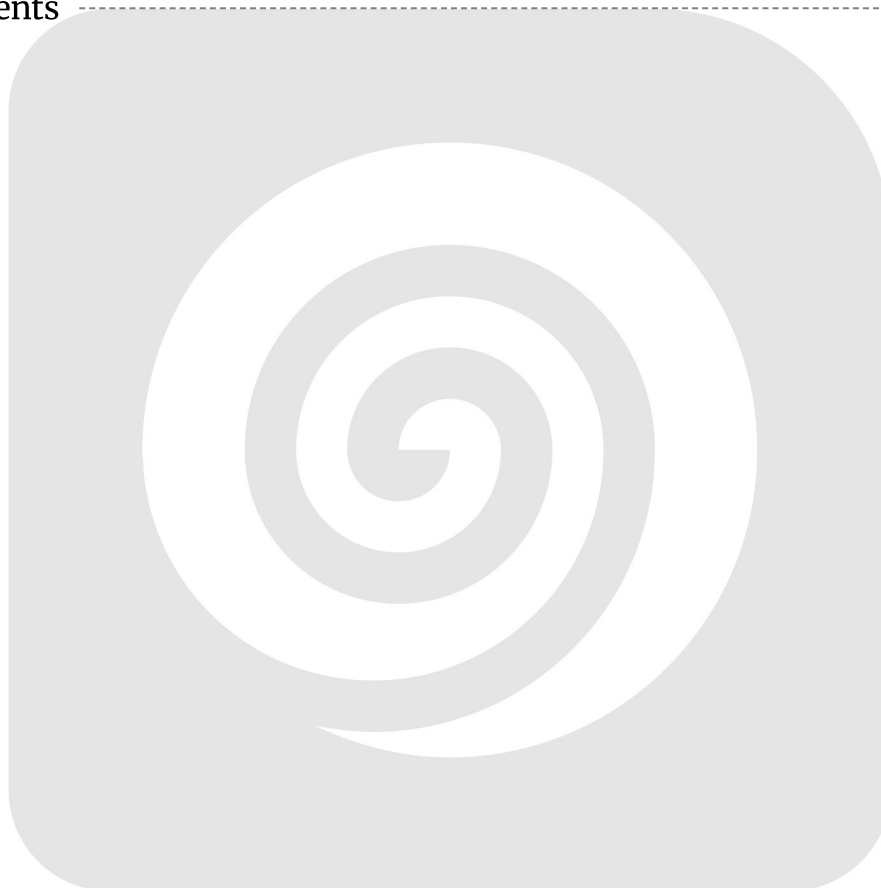


Table of Contents

Introduction and Definitions	3
Introduction	3
Definitions	3
Scope of Subtitling Services	4
Subtitle Creation and Formatting	4
Synchronization and Timing	4
Quality Standards and Style Guide	4
Intellectual Property	4
Usage Rights	5
Intellectual Property Rights and Ownership	5
Ownership of Subtitles	5
Copyright	5
Usage Rights	5
Rights Granted to ACME-1	6
Restrictions	6
Payment Terms and Invoicing	6
Compensation	6
Payment Schedule	6
Invoicing	6
Late Payment	7
Delivery Schedule and Acceptance	7
Key Deadlines	7
Acceptance and Revision Procedures	7
Delivery Timeline Example	7
Confidentiality and Non-Disclosure	7
Protection of Confidential Information	8
Permitted Use	8
Exceptions and Duration	8
Revisions and Corrections	8
Revision Requests	8
Additional Corrections	9
Warranties and Liability	9
Accuracy Warranty	9



Limitation of Liability	9
Indemnification	9
Termination and Cancellation	10
Termination Rights	10
Cancellation Notice	10
Obligations Upon Termination	10
Miscellaneous Provisions	10
Governing Law and Dispute Resolution	10
Assignment	10
Amendments	11



Introduction and Definitions

Introduction

This Subtitling 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 ("DocuPal"), and Acme, Inc, also a company organized under the laws of the United States, with its principal place of business at 3751 Illinois Avenue, Wilsonville, Oregon - 97070 ("ACME-1").

DocuPal provides subtitling services, and ACME-1 desires to engage DocuPal to create subtitles for its video content. This Agreement sets forth the terms and conditions under which DocuPal will provide these services to ACME-1.

Definitions

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

- **Subtitles:** Textual representations of the audio content of the Source Material, translated and timed to appear on screen in synchronization with the audio. The subtitles will be delivered in both .SRT and .VTT formats.
- **Source Material:** The video content provided by ACME-1 to DocuPal for subtitling, including but not limited to video files, audio files, and any accompanying scripts or documentation.
- **Delivery Date:** The date agreed upon by both parties for the delivery of the completed subtitles to ACME-1.
- **Acceptance:** ACME-1's written confirmation that the Subtitles meet the quality standards and specifications outlined in this Agreement.

Scope of Subtitling Services

DocuPal Demo, LLC will provide subtitling services to ACME-1 according to the terms and conditions outlined in this agreement. The services include the creation of subtitles for ACME-1's video content.



Subtitle Creation and Formatting

DocuPal Demo, LLC will create subtitles in English. The subtitles will be delivered in two formats: .SRT and .VTT. These formats ensure compatibility with a wide range of video platforms and playback systems.

Synchronization and Timing

The subtitles must be precisely synchronized with the audio and video content. This synchronization is critical for viewer comprehension and engagement. The timing accuracy will adhere to a maximum allowable delay of plus or minus 100 milliseconds (+/- 100ms). This tolerance ensures that the subtitles appear in sync with the spoken words and on-screen actions.

Quality Standards and Style Guide

All subtitles will adhere to the Netflix Timed Text Style Guide. This guide establishes standards for subtitle appearance, timing, and formatting. Adherence to this guide ensures a consistent and professional viewing experience. The style guide covers aspects such as:

- Character limits per line
- Reading speed
- Line breaks
- Subtitle positioning
- Formatting conventions (e.g., italics, bolding)

Intellectual Property

Upon full payment, the subtitles created under this agreement will be considered work for hire. All rights, title, and interest in the subtitles, including copyright, will be the sole and exclusive property of ACME-1. ACME-1 will have the unrestricted right to use, reproduce, distribute, and modify the subtitles in any manner.

Usage Rights

ACME-1 is granted full usage rights to the created subtitles. These rights include, but are not limited to:

- Displaying the subtitles with ACME-1's video content on any platform.



- Distributing the subtitles with ACME-1's video content through any channel.
- Modifying the subtitles as needed for ACME-1's purposes.
- Using the subtitles for any commercial or non-commercial purpose.

Intellectual Property Rights and Ownership

Ownership of Subtitles

DocuPal Demo, LLC will own all intellectual property rights to the subtitles it creates. Upon ACME-1's full and timely payment of all fees due under this Agreement, the ownership of the subtitles will transfer to ACME-1. The subtitles are considered a work for hire.

Copyright

DocuPal Demo, LLC will secure copyright for the subtitles as the author until full payment. After ACME-1 makes the final payment, copyright ownership will transfer to ACME-1 automatically.

Usage Rights

Upon receiving full payment, ACME-1 obtains unlimited usage rights to the subtitles. These rights allow ACME-1 to use, modify, distribute, and display the subtitles in any manner. There are no geographical or time restrictions on these rights. ACME-1 can use the subtitles across all platforms and media.

Rights Granted to ACME-1

Specifically, the usage rights granted to ACME-1 include, but are not limited to:

- **Reproduction:** The right to copy the subtitles.
- **Distribution:** The right to share subtitles.
- **Modification:** The right to alter the subtitles.
- **Public Display:** The right to show the subtitles publicly.
- **Commercial Use:** The right to use the subtitles for commercial purposes.



Restrictions

Until DocuPal Demo, LLC receives full payment, ACME-1 cannot use the subtitles. Any unauthorized use before payment is a breach of this Agreement. DocuPal Demo, LLC has the right to revoke ACME-1's rights if payment is not made.

Payment Terms and Invoicing

Compensation

ACME-1 will pay Docupal Demo, LLC a total of \$5,000 USD for the subtitling services described in this Agreement.

Payment Schedule

The payment will be split into two installments:

- 50% (\$2,500 USD) will be paid upfront upon the execution of this Agreement.
- The remaining 50% (\$2,500 USD) will be paid upon final acceptance of the subtitled content by ACME-1.

Invoicing

Docupal Demo, LLC will submit invoices to ACME-1 via email at accounts@docupaldemo.com. The initial invoice for \$2,500 USD will be submitted upon signing this agreement. A second invoice for the remaining \$2,500 will be submitted upon completion of the subtitling work and ACME-1's acceptance.

Late Payment

Payments are due within thirty (30) days of the invoice date. Late payments exceeding this timeframe will accrue interest at a rate of 1.5% per month until paid in full.



Delivery Schedule and Acceptance

DocuPal Demo, LLC will deliver the subtitled files to ACME-1 according to the following schedule. All deliveries will be made via secure FTP server. The subtitles will be provided in both .SRT and .VTT formats.

Key Deadlines

- **Draft Subtitle Delivery:** Two weeks from the project start date.
- **Final Subtitle Delivery:** One week after ACME-1 provides feedback on the draft subtitles.

Acceptance and Revision Procedures

ACME-1 has five (5) business days to review the draft subtitles and provide feedback to DocuPal Demo, LLC. This feedback should include any necessary corrections or revisions. The final subtitles will incorporate this feedback. This agreement includes one round of revisions. Additional revisions may incur extra charges.

Delivery Timeline Example

Confidentiality and Non-Disclosure

DocuPal Demo, LLC and ACME-1 acknowledge that during the course of this Subtitling Agreement, each party may have access to confidential information belonging to the other party. This includes, but is not limited to, the Source Material provided by ACME-1, the Subtitles created by DocuPal Demo, LLC prior to their public release, and the pricing terms outlined in this agreement.

Protection of Confidential Information

Both parties agree to protect this confidential information with the same degree of care they use to protect their own confidential information, but no less than reasonable care. This includes implementing appropriate data encryption measures, ensuring secure storage of all confidential data, and limiting access to such information to only authorized personnel who have a need to know.



Permitted Use

Confidential information shall only be used for the purpose of fulfilling obligations under this Subtitling Agreement. Neither party will disclose confidential information to any third party without prior written consent from the disclosing party.

Exceptions and Duration

The obligations of confidentiality under this agreement will continue for a period of three (3) years following the completion of the project. Information will no longer be considered confidential if it becomes publicly available through no fault of the receiving party, or if the receiving party independently develops the information.

Revisions and Corrections

Docupal Demo, LLC will address any necessary revisions to the subtitles. ACME-1 is entitled to one round of revisions.

Revision Requests

All revision requests must be clear and specific. They should relate directly to errors in:

- Timing
- Spelling
- Adherence to the Netflix Timed Text Style Guide

Additional Corrections

Any corrections beyond the initial revision round will be billed at a rate of \$75 USD per hour. The timeline for completing these additional corrections will be agreed upon by both parties. This timeline will depend on the scope of the requested changes.



Warranties and Liability

Accuracy Warranty

DocuPal Demo, LLC warrants that the subtitles delivered under this Agreement will achieve 99% accuracy. This includes accuracy in transcription, timing, and adherence to the Netflix Timed Text Style Guide, as outlined in the Scope of Work.

Limitation of Liability

To the extent permitted by law, DocuPal Demo, LLC's liability under this Agreement is limited to the total amount paid by ACME-1 for the subtitling services. DocuPal Demo, LLC will not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses, resulting from (a) your use or inability to use the services; (b) any unauthorized access to or use of our servers and/or any and all personal information stored therein.

Indemnification

ACME-1 agrees to indemnify, defend, and hold harmless DocuPal Demo, LLC, its officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to any third-party claim, action, or demand alleging that ACME-1's content infringes any intellectual property right or violates any applicable law or regulation. This indemnification obligation survives the termination of this Agreement.

Termination and Cancellation

This agreement may be terminated under the following conditions.

Termination Rights

Either party may terminate this agreement if the other party materially breaches its obligations. Termination is also permitted if either party becomes insolvent.



Cancellation Notice

The party seeking termination must provide thirty (30) days written notice to the other party.

Obligations Upon Termination

Upon termination, ACME-1 will pay DocuPal Demo, LLC for all work completed up to the termination date. DocuPal Demo, LLC will deliver to ACME-1 all completed subtitles.

Miscellaneous Provisions

Governing Law and Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws principles. Any dispute arising out of or relating to this Agreement shall be resolved through binding arbitration in San Francisco, California, in accordance with the rules of the American Arbitration Association.

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 shall be void.

Amendments

No modification or amendment to this Agreement shall be effective unless it is in writing and signed by both parties.

