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Introduction and Purpose

This Logistics Agreement, effective as of August 9, 2025, is made and entered into 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, a business entity organized under the laws of the United States, with its principal place of business at 3751 Illinois Avenue, Wilsonville, Oregon - 97070 ("ACME-1").

Intent

This Agreement outlines the terms and conditions under which DocuPal will provide logistics services to ACME-1. The goal is to establish a clear framework for a cooperative and efficient business relationship.

Scope of Services

Under this Agreement, DocuPal will provide ACME-1 with comprehensive logistics services. These services encompass transportation, warehousing, and distribution of ACME-1's goods, as further defined in subsequent sections of this document. The parties intend this agreement to define their respective responsibilities, delivery timelines, payment terms, and other essential aspects of their collaboration.

Scope of Services

DocuPal Demo, LLC will provide comprehensive logistics services to ACME-1, encompassing transportation, warehousing, and distribution. These services are detailed below:

Transportation Services

DocuPal Demo, LLC will arrange and manage the transportation of ACME-1's goods via ground, air, and ocean freight. This includes:

- **Ground Freight:** Utilizing trucks and other ground transportation methods for domestic shipments within the United States.



- **Air Freight:** Employing air cargo services for expedited delivery, both domestically and internationally.
- **Ocean Freight:** Coordinating the shipment of goods via cargo ships for international transport, including full container load (FCL) and less than container load (LCL) options.

Warehousing Services

DocuPal Demo, LLC will provide warehousing solutions for ACME-1's inventory. This includes:

- Secure storage of goods in our warehouse facilities.
- Inventory management, including tracking and reporting.
- Order fulfillment, including picking, packing, and shipping.

Distribution Services

DocuPal Demo, LLC will manage the distribution of ACME-1's products to their designated locations. This includes:

- Delivery to ACME-1's customers or distribution centers.
- Route optimization to ensure timely and cost-effective delivery.
- Tracking and reporting of delivery status.

ACME-1 will provide accurate information necessary for DocuPal Demo, LLC to effectively perform these services. This includes providing accurate shipment details, delivery addresses, and any special handling requirements. ACME-1 will also ensure timely payment for all services rendered by DocuPal Demo, LLC.

Delivery Terms and Schedule

Delivery Terms

ACME-1 and Docupal Demo, LLC will agree on specific delivery timelines for each order. These timelines will be outlined in each individual order agreement.



Delivery Obligations

Docupal Demo, LLC will deliver goods to the locations specified by ACME-1 in each order. The delivery procedure will adhere to industry best practices. This includes proper handling and documentation.

Managing Delays

Both parties will communicate proactively to mitigate potential delays. In the event of a delay, Docupal Demo, LLC will inform ACME-1 promptly. We will then work together to minimize the impact.

Pricing and Payment Terms

Pricing Structure

DocuPal Demo, LLC will charge ACME-1 on a per-shipment basis. The exact cost per shipment will depend on factors including the shipment's weight, dimensions, destination, and any special handling requirements. A detailed breakdown of these costs will be provided in each invoice.

Payment Schedule

ACME-1 will make payments to DocuPal Demo, LLC within thirty (30) days from the date of the invoice ("Net 30" terms). All payments must be made in United States Dollars (USD).

Invoicing

DocuPal Demo, LLC will send invoices to ACME-1 electronically to the address specified by ACME-1. Each invoice will clearly outline the shipment details, applicable charges, and the total amount due. ACME-1 is responsible for reviewing each invoice and notifying DocuPal Demo, LLC of any discrepancies within fourteen (14) days of receipt.



Payment Methods

ACME-1 can make payments via wire transfer, ACH, or check. Payment details for each method are as follows:

- **Wire Transfer:** [Insert Wire Transfer Details]
- **ACH:** [Insert ACH Details]
- **Check:** Payable to DocuPal Demo, LLC, and mailed to 23 Main St, Anytown, CA 90210.

Late Payments

If ACME-1 fails to make payment within the Net 30 timeframe, 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. Continued failure to remit payment may result in suspension of services until the account is brought current.

Payment Disputes

In the event of a dispute regarding any invoice, ACME-1 must notify DocuPal Demo, LLC in writing within fourteen (14) days of the invoice date. Both parties will then work in good faith to resolve the dispute. ACME-1 is responsible for paying any undisputed portion of the invoice according to the agreed-upon payment terms.

Liability and Indemnification

Liability for Lost or Damaged Goods

DocuPal Demo, LLC assumes liability for any loss or damage to ACME-1's goods while the goods are in DocuPal Demo, LLC's possession or control. This liability extends from the time of pickup to the time of delivery.

Limitation of Liability

The liability of DocuPal Demo, LLC for lost or damaged goods is limited to the value of the shipment. In no event shall DocuPal Demo, LLC be liable for any indirect, incidental, special, or consequential damages. This includes, but is not limited to,



loss of profit, loss of use, or business interruption.

Indemnification

ACME-1 agrees to indemnify and hold harmless DocuPal Demo, LLC from any claims, losses, damages, liabilities, and expenses arising out of ACME-1's breach of this Agreement. This includes, but is not limited to, inaccurate information provided by ACME-1 regarding the shipment. DocuPal Demo, LLC agrees to indemnify and hold harmless ACME-1 from any claims, losses, damages, liabilities, and expenses arising out of DocuPal Demo, LLC's negligence or willful misconduct in the performance of its services under this Agreement.

Damage Compensation

In the event of loss or damage, ACME-1 must notify DocuPal Demo, LLC within [Number] days of the delivery date. ACME-1 must provide supporting documentation, such as photographs and repair estimates. DocuPal Demo, LLC will investigate the claim and, if approved, will compensate ACME-1 up to the limit of liability.

Performance Metrics and Service Levels

DocuPal Demo, LLC will monitor its performance against agreed-upon metrics to ensure service quality. ACME-1 will also provide feedback on service delivery.

Key Performance Indicators (KPIs)

We will measure the following KPIs:

- **On-time Delivery Rate:** Percentage of shipments delivered by the agreed-upon delivery date and time.
- **Order Accuracy:** Percentage of orders fulfilled with the correct items and quantities, as per the order specifications.

Service Level Targets

The following service level targets will apply:

- **On-time Delivery Rate:** 95%



- Order Accuracy: 99%

Monitoring and Reporting

DocuPal Demo, LLC will regularly monitor service performance. ACME-1 will receive monthly performance reports. These reports will detail performance against the KPIs. The reports will also include analysis of any service failures.

Remedies for Service Failures

If DocuPal Demo, LLC fails to meet the agreed-upon service levels, ACME-1 will be entitled to remedies. These remedies may include:

- Refunds
- Credits toward future services
- Implementation of service improvements to prevent future failures

Insurance Requirements

DocuPal Demo, LLC will maintain the following insurance coverage at its own cost:

- Cargo insurance
- General liability insurance

ACME-1 is entitled to request proof of this insurance coverage. DocuPal Demo, LLC will provide certificates of insurance to ACME-1 upon request as evidence of coverage. DocuPal Demo, LLC is responsible for ensuring all insurance policies remain active and compliant with the terms of this agreement throughout the duration of the service period. Should coverage lapse or change, DocuPal Demo, LLC will notify ACME-1 immediately.

Confidentiality and Data Protection

Docupal Demo, LLC and ACME-1 agree to keep all confidential information secure. This includes pricing, customer data, and proprietary processes. Both parties will protect this information with the same care they use to protect their own confidential information.



Data Privacy

We will comply with all applicable data protection laws. This ensures data privacy.

Breach Consequences

A breach of confidentiality or data protection can result in the termination of this agreement. It can also lead to legal action. Both parties acknowledge the seriousness of these potential consequences.

Force Majeure

DocuPal Demo, LLC and ACME-1 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 natural disasters such as floods, earthquakes, or severe weather. It also includes war, acts of terrorism, and governmental regulations or restrictions.

Notification

If a Force Majeure Event occurs, the affected party must notify the other party in writing. Notification should be prompt, either via email or certified mail.

Impact on Obligations

During a Force Majeure Event, both DocuPal Demo, LLC and ACME-1's obligations will be suspended. This suspension will last for the duration of the Force Majeure Event. Neither party will be responsible for any losses incurred by the other due to the suspension of performance.



Term and Termination

This Agreement will begin on August 9, 2025, and will continue for one year. After the initial one-year period, this Agreement will automatically renew for additional one-year terms.

Termination

Either party may terminate this Agreement with 30 days written notice to the other party. This Agreement may be terminated immediately by either party if the other party breaches this Agreement. This Agreement can also be terminated if either party becomes insolvent. Termination can occur if both parties mutually agree to end this Agreement.

Dispute Resolution

The parties will attempt to resolve any disputes arising out of or relating to this Agreement through good faith negotiations. If a dispute cannot be resolved through negotiation, the parties agree to first attempt to resolve the dispute through mediation.

Mediation

Mediation will be conducted by a mutually agreed-upon mediator in Anytown, CA. The costs of mediation shall be shared equally by both parties.

Arbitration

If mediation is unsuccessful, any unresolved dispute shall be settled by binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The arbitration will be conducted in Anytown, CA. The arbitrator's decision shall be final and binding on both parties. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.



Escalation

Before resorting to mediation or arbitration, either party may escalate the issue to higher levels of management within their respective organizations for resolution.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles.

Miscellaneous Provisions

Amendments

This Agreement may be amended or modified only by a written instrument signed by duly authorized representatives of both DocuPal Demo, LLC and ACME-1.

Assignment

Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.

Notices

All notices and other communications under this Agreement must be in writing. Notices are properly given if delivered in person, sent by certified mail, or sent by a nationally recognized overnight courier to the addresses specified in this Agreement.

Entire Agreement

This Agreement constitutes the entire agreement between DocuPal Demo, LLC and ACME-1 relating to the subject matter of this Agreement. 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 Logistics Services.

