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# Introduction and Purpose

This Last-Mile Delivery 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").

## Purpose of Agreement

The purpose of this Agreement is to establish the terms and conditions under which DocuPal will provide last-mile delivery services to ACME-1. This includes defining the scope of services, delivery areas, timeframes, performance metrics, fees, payment terms, liabilities, data protection measures, and other legal considerations relevant to the delivery partnership. This Agreement ensures a clear and comprehensive framework for the provision of last-mile delivery services.

## Definitions and Interpretations

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

**"Agreement"** means this Last-Mile Delivery Agreement, including all schedules and appendices attached hereto.

**"Business Day"** means any day other than a Saturday, Sunday, or public holiday in California.

**"Confidential Information"** means any information disclosed by one party to the other, either directly or indirectly, in writing, orally, or by inspection of tangible objects.

**"Delivery Timeframe"** refers to the agreed-upon period for Docupal Demo, LLC to complete a delivery, as specified in **Schedule A: Service Level Agreement**.

**"Intellectual Property Rights"** means all patents, trademarks, service marks, copyrights, design rights, and other intellectual property rights.



**"Last-Mile Delivery Services"** means the transportation and delivery of ACME-1's goods from Docupal Demo, LLC's distribution center to the end customer's specified delivery address.

**"Service Failures"** include, but are not limited to, missed delivery windows, damaged goods, or incorrect deliveries, as outlined in **Schedule A: Service Level Agreement**.

**"Successful Delivery"** signifies the completed delivery of goods to the correct recipient at the designated address, confirmed by a signed delivery receipt or electronic confirmation.

## Interpretation

In this Agreement, unless the context otherwise requires:

- Words in the singular include the plural and vice versa.
- A reference to a statute or statutory provision includes any modification or re-enactment of it.
- The headings are for convenience only and do not affect the interpretation of this Agreement.
- "Including" means "including without limitation".

## Scope of Services

DocuPal Demo, LLC will provide last-mile delivery services to ACME-1, ensuring efficient and timely delivery of parcels to ACME-1's customers. These services encompass the pickup, transportation, and delivery of packages from ACME-1's distribution center to the end customer's location.

## Delivery Area

The delivery area covered under this agreement is limited to a 50-mile radius of ACME-1's distribution center located at 123 Main Street, Anytown, USA. Deliveries outside this radius are not included in this agreement and may be subject to separate terms and conditions if mutually agreed upon.



## Parcel Specifications

DocuPal Demo, LLC will handle individual packages weighing up to 70 lbs. Package dimensions must not exceed 36 inches in length, 24 inches in width, and 12 inches in height (36x24x12 inches). Items exceeding these specifications will not be accepted for delivery under this agreement unless otherwise agreed upon in writing.

## Delivery Timeframes

DocuPal Demo, LLC commits to the following delivery timeframes:

- **Next-Day Delivery:** For orders placed before 12:00 PM local time, delivery will be completed by the end of the next business day.
- **2-Day Delivery:** For orders placed after 12:00 PM local time, delivery will be completed within two business days.

These timeframes are subject to unforeseen circumstances such as inclement weather, traffic delays, or other force majeure events as defined in this agreement. DocuPal Demo, LLC will make commercially reasonable efforts to notify ACME-1 of any anticipated delays.

## Service Levels and Performance Metrics

DocuPal Demo, LLC is committed to providing reliable and efficient last-mile delivery services to ACME-1. This section outlines the key performance indicators (KPIs) that will be used to measure our performance, as well as the service levels we guarantee to maintain.

### Key Performance Indicators (KPIs)

The following KPIs will be tracked and reported to ACME-1 on a weekly basis:

- **On-Time Delivery Rate:** The percentage of deliveries completed within the agreed-upon delivery window. Our target is **98%**.
- **Successful Delivery Rate:** The percentage of deliveries successfully completed without any issues, such as damage or loss. Our target is **99.5%**.



- **Customer Satisfaction Score:** A measure of customer satisfaction with the delivery service, based on feedback collected after each delivery. Our target is a score of 4.5 out of 5.

## Performance Measurement and Reporting

DocuPal Demo, LLC will provide weekly reports to ACME-1 detailing our performance against these KPIs. These reports will include:

- On-time delivery rates
- Successful delivery rates
- Customer feedback and satisfaction scores
- Any issues encountered during deliveries and their resolution

## Service Level Agreement (SLA) and Remedies

DocuPal Demo, LLC is committed to meeting the target KPIs outlined above. In the event that we fail to meet these targets, the following remedies will apply:

- For each failed delivery (i.e., a delivery that is not on-time or is unsuccessful), ACME-1 will be entitled to a service credit of 5% of the delivery fee.
- The maximum service credit that ACME-1 can receive in any given month is 20% of the total delivery fees for that month.

# Fee Structure and Payment Terms

## Delivery Fees

DocuPal Demo, LLC will charge Acme, Inc the following delivery fees:

- Standard packages: \$5.00 per delivery
- Oversized packages: \$7.50 per delivery

## Surcharges

Additional surcharges may apply under certain circumstances:

- **Remote Area Deliveries:** Deliveries to locations designated as remote will incur an additional surcharge.



- **Special Handling:** Packages requiring special handling due to fragility, hazardous materials, or other specific needs are subject to a surcharge.
- **Peak Season Deliveries:** Deliveries made during peak seasons, such as holidays, may incur a surcharge due to increased demand.

Acme, Inc will be notified of any applicable surcharges before delivery.

## Payment Terms

Payments will be processed bi-weekly via ACH transfer. DocuPal Demo, LLC will submit invoices to Acme, Inc. Payment is due within 10 days of the invoice date.

## Invoicing Procedures

DocuPal Demo, LLC will provide invoices to Acme, Inc every two weeks. The invoice will include:

- Invoice date
- Invoice number
- Delivery dates
- Number of standard packages delivered
- Number of oversized packages delivered
- Any applicable surcharges
- Total amount due
- Payment instructions for ACH transfer

## Late Payment

In the event of late payment, DocuPal Demo, LLC may charge a late fee of 1.5% per month on the outstanding balance. Continued failure to remit payment may result in suspension of delivery services.

# Liability and Indemnification

## Allocation of Risk

DocuPal Demo, LLC assumes all risk of loss or damage to parcels from the time of pickup from ACME-1 until successful delivery to the designated customer. ACME-1 retains risk of loss or damage to parcels prior to pickup by DocuPal Demo, LLC.



## Limitation of Liability

DocuPal Demo, LLC will not be liable for any indirect, incidental, special, or consequential damages arising out of or in connection with 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 claim arising out of or relating to this Agreement will not exceed the total delivery fees paid by ACME-1 to DocuPal Demo, LLC in the [insert number] months immediately preceding the event giving rise to the claim.

## Indemnification by DocuPal Demo, LLC

DocuPal Demo, LLC will indemnify, defend, and hold harmless ACME-1, its officers, directors, employees, and agents from and against any and all losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third-party claims, actions, or proceedings to the extent caused by (i) the negligence or willful misconduct of DocuPal Demo, LLC or its employees or agents in performing the delivery services; or (ii) any violation by DocuPal Demo, LLC of any applicable laws, rules, or regulations.

## Indemnification by ACME-1

ACME-1 will indemnify, defend, and hold harmless DocuPal Demo, LLC, its officers, directors, employees, and agents from and against any and all losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third-party claims, actions, or proceedings to the extent caused by (i) the inaccurate or incomplete delivery information provided by ACME-1; or (ii) any violation by ACME-1 of any applicable laws, rules, or regulations.

# Confidentiality and Data Protection

## Confidential Information

Both parties agree to protect each other's confidential information. This includes, but is not limited to, customer data, such as names, addresses, and contact details. Pricing information and the terms of this Agreement are also considered





confidential. Neither party will disclose confidential information to third parties without prior written consent. This obligation survives the termination of this Agreement.

## Data Protection

DocuPal Demo, LLC is committed to protecting the privacy of personal data. We will comply with all applicable data privacy regulations. This includes regulations such as the General Data Protection Regulation (GDPR) and the California Consumer Privacy Act (CCPA). We will implement and maintain appropriate technical and organizational measures. These measures are designed to protect customer data against unauthorized access, loss, or alteration. We will promptly notify Acme, Inc. of any data breach. We will also cooperate fully with Acme, Inc. to mitigate any potential harm.

## Term and Termination

This Agreement shall commence on January 1, 2024, and continue for a term of one year.

### Termination

Either party may terminate this Agreement under the following conditions:

- **Material Breach:** If either party materially breaches any provision of this Agreement, the non-breaching party may terminate this Agreement by providing thirty (30) days written notice to the breaching party, specifying the nature of the breach. Termination shall become effective if the breach is not cured within the thirty (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 enters into receivership or liquidation.
- **Performance Failure:** ACME-1 may terminate this Agreement if Docupal Demo, LLC fails to meet the agreed-upon performance standards for two consecutive months. ACME-1 will provide written notice of the performance failure and allow Docupal Demo, LLC thirty (30) days to remedy the performance issues. If the performance standards are not met within this period, ACME-1 may terminate the Agreement immediately.



- **Termination for Convenience:** Either party can terminate this agreement with a written notice of 90 days.

## Force Majeure

### Definition

Neither Docupal Demo, LLC nor ACME-1 will be liable for any failure to perform its obligations under this Agreement if such failure results from Force Majeure. Force Majeure events are defined as unforeseeable events beyond a party's reasonable control. These events include, but are not limited to:

- Natural disasters (e.g., floods, earthquakes, hurricanes)
- Acts of war
- Terrorism
- Labor strikes
- Government regulations

### Excusable Delay

If a Force Majeure event occurs, the affected party's performance will be excused for the duration of the event. The party will not be liable for delays or failures to perform its obligations.

### Notification and Mitigation

If a Force Majeure event occurs, the affected party must notify the other party within 24 hours of the event. This notification must include details about the event and its expected impact on performance. The affected party must also take reasonable steps to mitigate the impact of the Force Majeure event. This includes making efforts to resume performance as soon as reasonably possible.

## Dispute Resolution

DocuPal Demo, LLC and ACME-1 aim to resolve any disputes quickly and amicably.



## Mediation

First, both parties will attempt to resolve any dispute through mediation. A mutually agreed-upon mediator will conduct the mediation. Both parties will share the costs of the mediator equally.

## Arbitration

If mediation fails, the dispute will be settled by binding arbitration. The arbitration will be conducted under the rules of the American Arbitration Association. A single arbitrator will be selected by mutual agreement. 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.

## Governing Law and Jurisdiction

The laws of the State of Delaware govern this Agreement. The courts of Delaware will have jurisdiction over any legal action arising out of this Agreement if arbitration fails.

# Insurance Requirements

DocuPal Demo, LLC will maintain the following insurance coverage throughout the term of this Last-Mile Delivery Agreement. These policies will protect against potential liabilities and ensure adequate coverage for delivery operations.

## Coverage Types and Amounts

DocuPal Demo, LLC will secure and maintain:

- **Commercial General Liability Insurance:** This will provide a minimum coverage of \$1,000,000 per occurrence.
- **Auto Liability Insurance:** This will provide a minimum coverage of \$500,000 per occurrence.



## Proof of Insurance

DocuPal Demo, LLC will provide certificates of insurance to ACME-1 upon the execution of this agreement. Subsequently, updated certificates will be provided to ACME-1 annually. These certificates will serve as proof of the required insurance coverage.

## Miscellaneous Provisions

### Amendments

This Agreement may be amended or modified only by a written instrument duly executed by both DocuPal Demo, LLC and ACME-1. Any amendment will be effective from the date agreed upon in writing by both parties.

### Notices

All notices and other communications under this Agreement must be in writing. Notices will be considered duly given when sent by certified mail, return receipt requested, or via email, to the addresses listed in this Agreement for each party.

DocuPal Demo, LLC: 23 Main St, Anytown, CA 90210

ACME-1: 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA

### 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. However, DocuPal Demo, LLC may assign this Agreement to an affiliate or a successor in interest in the event of a merger, acquisition, or sale of substantially all of its assets.

### Entire Agreement

This 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 the parties with respect to the delivery services outlined in this Agreement.

## Signatures and Execution

This Last-Mile Delivery Agreement becomes effective as of January 1, 2024, upon execution by both parties.

### Execution

DocuPal Demo, LLC and Acme Inc. agree to the terms and conditions outlined in this agreement. Each party confirms that their authorized representative has duly executed this agreement.

### Signatures

**DocuPal Demo, LLC**

By: \_\_\_\_\_

Name: John Smith

Title: CEO

Date: \_\_\_\_\_

Witness: \_\_\_\_\_

Name: Robert Jones

**Acme Inc.**

By: \_\_\_\_\_

Name: Jane Doe

Title: CEO

Date: \_\_\_\_\_

Witness: \_\_\_\_\_



Name: Emily White

Both parties must sign and date this agreement to indicate acceptance of all terms and conditions. Signatures should be original and made by authorized representatives of each company. Witnesses must also sign to validate the authenticity of the signatures. Each party will retain a fully executed copy of this agreement for their records.

