

# Table of Contents

<b>Introduction and Purpose</b>	<b>3</b>
Objective	3
Scope	3
<b>Definitions and Terminology</b>	<b>3</b>
<b>Roles and Responsibilities</b>	<b>4</b>
DocuPal Demo, LLC Responsibilities	4
ACME-1 Responsibilities	5
<b>Recovery Objectives and Metrics</b>	<b>6</b>
Recovery Point Objective (RPO)	6
Recovery Time Objective (RTO)	6
Performance Metrics Overview	6
RPO and RTO in Disaster Scenarios	7
<b>Disaster Recovery Procedures</b>	<b>7</b>
Incident Detection and Declaration	7
Disaster Recovery Plan Activation	7
Data Restoration and Application Recovery	8
System Testing and Cutover	8
Return to Primary Environment	8
<b>Testing, Maintenance and Validation</b>	<b>9</b>
Testing, Maintenance, and Validation	9
Disaster Recovery Testing	9
Maintenance Procedures	9
Performance Validation	9
<b>Communication Plan</b>	<b>10</b>
Notification Procedures	10
Communication Channels	10
Reporting Requirements	10
<b>Confidentiality and Data Protection</b>	<b>11</b>
Data Security Measures	11
Compliance	11
<b>Service Level Agreements and Performance Standards</b>	<b>11</b>
Availability	11
Recovery Point Objective (RPO) and Recovery Time Objective (RTO)	12



Incident Response .....	12
Penalties for Non-Compliance .....	13
<b>Limitation of Liability and Indemnification .....</b>	<b>13</b>
Limitation of Liability .....	13
Indemnification .....	13
<b>Force Majeure and Unforeseen Events .....</b>	<b>14</b>
Force Majeure Events .....	14
Impact and Responsibilities .....	14
Suspension of Obligations .....	15
<b>Term, Termination and Renewal .....</b>	<b>15</b>
Termination .....	15
Renewal .....	15
<b>Dispute Resolution and Governing Law .....</b>	<b>16</b>
Dispute Resolution .....	16
Governing Law .....	16
<b>Appendices and Attachments .....</b>	<b>16</b>
Supporting Documentation .....	16



# Introduction and Purpose

This Disaster Recovery 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 ("ACME-1"), a business entity organized under the laws of the United States, with its principal address at 3751 Illinois Avenue, Wilsonville, Oregon, 97070.

## Objective

The primary objective of this Agreement is to establish a comprehensive framework under which DocuPal will provide disaster recovery services to ACME-1. These services are designed to ensure business continuity for ACME-1 in the event of a disruptive incident affecting its critical IT infrastructure.

## Scope

This Agreement covers ACME-1's critical production environment, including servers, databases, applications, and network infrastructure hosted in its primary data center. It details the responsibilities of both parties in the execution of disaster recovery procedures, including data backup and restoration, system failover, and recovery testing. Key performance indicators, such as Recovery Point Objective (RPO) and Recovery Time Objective (RTO), are defined within this agreement to set clear expectations for recovery performance.

# Definitions and Terminology

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

- **Disaster:** Any event, whether natural or man-made, that significantly disrupts ACME-1's business operations. This includes, but is not limited to, natural disasters, power outages, hardware failures, software malfunctions, and cyberattacks.



- **Recovery Point Objective (RPO):** This is the maximum acceptable amount of data loss, measured in time, resulting from a disaster. It represents the point in time to which data must be restored. For example, an RPO of four hours means that the maximum data loss will be four hours' worth of data.
- **Recovery Time Objective (RTO):** This is the maximum acceptable time it takes to restore ACME-1's IT services and business functions after a disruption. It is measured in hours.
- **Force Majeure:** An event or effect that cannot be reasonably anticipated or controlled. This includes acts of God, war, terrorism, civil unrest, labor disputes, and governmental regulations.
- **Service Levels:** The measurable performance standards for the disaster recovery services provided by DocuPal Demo, LLC as outlined in this agreement. These levels define the expected availability, reliability, and responsiveness of the services.

## Roles and Responsibilities

This section defines the roles and responsibilities of DocuPal Demo, LLC and ACME-1 in the execution of this Disaster Recovery Agreement. Each party has specific obligations to ensure the successful implementation and maintenance of the disaster recovery plan.

### DocuPal Demo, LLC Responsibilities

DocuPal Demo, LLC, as the service provider, is responsible for the following:

- **Maintaining the Recovery Environment:** DocuPal Demo, LLC will establish and maintain a fully functional secondary recovery environment that mirrors ACME-1's production environment, as defined in **Appendix A: System Configuration**.
- **Data Backup and Replication:** DocuPal Demo, LLC will perform regular data backups of ACME-1's critical systems and data. Data replication to the recovery environment will occur according to the Recovery Point Objective (RPO) defined in **Section 4: Service Levels**.
- **Disaster Recovery Execution:** In the event of a declared disaster, DocuPal Demo, LLC will execute the disaster recovery procedures outlined in **Appendix B: Disaster Recovery Plan**. This includes activating the recovery environment,



restoring data, and initiating system failover.

- **Technical Support:** DocuPal Demo, LLC will provide technical support to ACME-1 during disaster events. Support will be available 24/7 via phone and email, as detailed in **Section 8: Communication Plan**.
- **Regular Testing:** DocuPal Demo, LLC will conduct disaster recovery testing according to the schedule defined in **Section 6: Testing and Audits**. Test results and recommendations will be provided to ACME-1.

## ACME-1 Responsibilities

ACME-1, as the client, is responsible for the following:

- **Providing System Information:** ACME-1 will provide accurate and up-to-date information about its systems, applications, and data to DocuPal Demo, LLC. This includes hardware configurations, software versions, and network diagrams, as specified in **Appendix A: System Configuration**.
- **Participating in Testing:** ACME-1 will actively participate in disaster recovery testing. This includes providing personnel to validate system functionality and data integrity in the recovery environment.
- **Incident Reporting:** ACME-1 will promptly report any potential incidents or disruptions that could lead to a disaster event to DocuPal Demo, LLC. Contact information for incident reporting is detailed in **Section 8: Communication Plan**.
- **Maintaining Contact Information:** ACME-1 will ensure that DocuPal Demo, LLC has current contact information for key personnel involved in disaster recovery, including primary and secondary contacts.
- **Change Management Notification:** ACME-1 will notify DocuPal Demo, LLC of any planned changes to its IT infrastructure that may impact the disaster recovery plan. Notifications should be provided at least 30 days in advance.
- **Adherence to Security Policies:** ACME-1 will adhere to all agreed-upon security policies and procedures to protect the confidentiality, integrity, and availability of its data.

## Recovery Objectives and Metrics

This section details the recovery objectives and key performance metrics that DocuPal Demo, LLC will adhere to in providing disaster recovery services to ACME-1. These metrics define the acceptable downtime and data loss levels in the event of a disaster, ensuring business continuity for ACME-1.



## Recovery Point Objective (RPO)

The Recovery Point Objective (RPO) represents the maximum acceptable period for data loss, measured in time. It identifies the point in time to which data must be restored following a disaster. For ACME-1, the agreed-upon RPO is **4 hours**. This means that in the event of a disaster, the maximum data loss will be limited to the data created or modified in the four hours preceding the incident. To achieve this RPO, DocuPal Demo, LLC will implement data backup and replication strategies that ensure frequent data capture and offsite storage.

## Recovery Time Objective (RTO)

The Recovery Time Objective (RTO) is the maximum acceptable time within which ACME-1's systems and applications must be restored following a disaster. It represents the duration of time that ACME-1 can tolerate being without access to its critical business functions. The RTO for ACME-1 is established as **24 hours**. DocuPal Demo, LLC will employ automated recovery processes and maintain readily available standby systems to meet this RTO. These measures will minimize downtime and ensure a swift return to normal operations.

## Performance Metrics Overview

Metric	Description	Target Value
Recovery Point Objective (RPO)	Maximum acceptable data loss in time.	4 hours
Recovery Time Objective (RTO)	Maximum acceptable time to restore systems and applications.	24 hours

## RPO and RTO in Disaster Scenarios

Different disaster scenarios may present unique challenges to meeting the RPO and RTO. Below is an overview of RPO and RTO values for different disaster scenarios.



# Disaster Recovery Procedures

This section details the procedures to be followed by DocuPal Demo, LLC and ACME-1 in the event of a disaster affecting ACME-1's primary systems and data. These procedures are designed to ensure business continuity with minimal disruption.

## Incident Detection and Declaration

The initial step involves detecting a potential disaster. This may occur through automated monitoring systems, direct reports from ACME-1 personnel, or alerts from third-party providers. Upon suspicion of a disaster, ACME-1 will promptly notify DocuPal Demo, LLC.

Following notification, DocuPal Demo, LLC will work with ACME-1 to assess the situation and determine if a disaster declaration is warranted. A disaster will be declared if the event causes a significant disruption to ACME-1's critical business functions and is expected to last beyond the agreed-upon Recovery Time Objective (RTO).

The disaster declaration will be formally communicated by ACME-1's designated representative to DocuPal Demo, LLC's designated contact. This declaration triggers the activation of the Disaster Recovery Plan.

## Disaster Recovery Plan Activation

Upon formal declaration, DocuPal Demo, LLC will immediately initiate the Disaster Recovery Plan. This includes mobilizing the designated recovery team and allocating necessary resources. The team will confirm the latest successful data backup and its integrity.

## Data Restoration and Application Recovery

The next phase involves restoring ACME-1's data and applications to the recovery environment. Data restoration will begin from the most recent validated backup. DocuPal Demo, LLC will prioritize the restoration of critical data and applications based on the pre-defined Recovery Point Objective (RPO) and RTO.



Application recovery will involve installing and configuring the necessary software components in the recovery environment. This includes databases, application servers, and any related dependencies. Once the data and applications are restored, DocuPal Demo, LLC will perform initial testing to ensure basic functionality.

## System Testing and Cutover

After the applications are running, DocuPal Demo, LLC will conduct thorough system testing in the recovery environment. This testing will validate data integrity, application functionality, and network connectivity. ACME-1 personnel will be involved in this process to ensure the restored systems meet their business requirements.

Testing will simulate disaster scenarios to confirm the effectiveness of the recovery plan. Any identified issues will be addressed and re-tested.

Upon successful completion of testing, a controlled cutover to the recovery environment will occur. This involves redirecting user traffic and system operations from the primary site to the recovery site. ACME-1 will verify that all critical business functions are operational in the recovery environment.

## Return to Primary Environment

Once the primary environment is restored and validated, a planned cutover will be executed to return operations to the primary site. DocuPal Demo, LLC will coordinate with ACME-1 to schedule the cutover during a period of minimal business impact. Data will be synchronized from the recovery environment back to the primary environment. After the cutover, monitoring will be conducted to ensure stability and performance.





# Testing, Maintenance and Validation

## Testing, Maintenance, and Validation

### Disaster Recovery Testing

DocuPal Demo, LLC will perform disaster recovery testing at least semi-annually to validate the effectiveness of the disaster recovery plan. These tests will simulate various disaster scenarios to ensure all systems and procedures function as designed. ACME-1 personnel may be required to participate in these tests. Testing schedules will be communicated to ACME-1 at least two weeks in advance.

Successful testing is defined by achieving the Recovery Point Objective (RPO) and Recovery Time Objective (RTO) targets outlined in this agreement. Additionally, all critical applications must function correctly in the recovery environment. Comprehensive documentation of each test, including results and any necessary corrective actions, will be provided to ACME-1 within one week of test completion.

### Maintenance Procedures

Regular maintenance is crucial for maintaining the effectiveness of the disaster recovery solution. DocuPal Demo, LLC will perform the following maintenance activities:

- **System Patching:** Apply the latest security patches and updates to all systems in the recovery environment. This will occur no less than quarterly.
- **Replication Configuration Updates:** Regularly review and update replication configurations to ensure data is accurately and efficiently replicated to the recovery site. This will occur no less than monthly.
- **Backup Log Reviews:** Review backup logs to verify the integrity and availability of backup data. This will occur no less than weekly.
- **Infrastructure Review:** Review infrastructure to ensure proper configurations and efficiency. This will occur no less than quarterly.



## Performance Validation

DocuPal Demo, LLC will continuously monitor the performance of the disaster recovery systems. This includes tracking RPO and RTO metrics during both normal operations and disaster recovery tests. Any performance issues will be promptly addressed to ensure the disaster recovery solution meets the agreed-upon service levels. Performance data will be available to ACME-1 upon request. We will work together to resolve any issues that arise during the validation process.

## Communication Plan

Effective communication is critical during a disaster recovery event. This plan outlines procedures for notifying stakeholders, establishing communication channels, and reporting on recovery efforts.

### Notification Procedures

In the event of a disaster, the following individuals will be notified in this order:

1. Acme Inc's IT Director
2. DocuPal Demo, LLC's Service Delivery Manager
3. Acme Inc's executive stakeholders

### Communication Channels

The following communication channels will be used:

- **Email:** For disseminating general updates and reports.
- **Phone Calls:** For urgent notifications and immediate coordination.
- **Secure Web Portal:** A dedicated channel for real-time updates, incident tracking, and detailed communication.

### Reporting Requirements

During and after a disaster, reports will be generated and distributed to relevant stakeholders. These reports will include:

- Date and time of the incident
- Systems affected

- Recovery actions taken
- RPO and RTO achieved
- Any deviations from the disaster recovery plan

## Confidentiality and Data Protection

Docupal Demo, LLC and ACME-1 recognize the importance of protecting confidential information. This section outlines how data and information will be protected during disaster recovery operations.

### Data Security Measures

All sensitive information will be handled with utmost care. Data will be encrypted both in transit and at rest. Access to data will be strictly controlled, ensuring only authorized personnel can access it. We will store sensitive information in a secure location.

### Compliance

Both parties agree to comply with all applicable data privacy regulations. Docupal Demo, LLC will maintain appropriate administrative, physical, and technical safeguards. These safeguards will protect the confidentiality, integrity, and availability of ACME-1's data. We will regularly review and update these safeguards to address new threats and vulnerabilities.

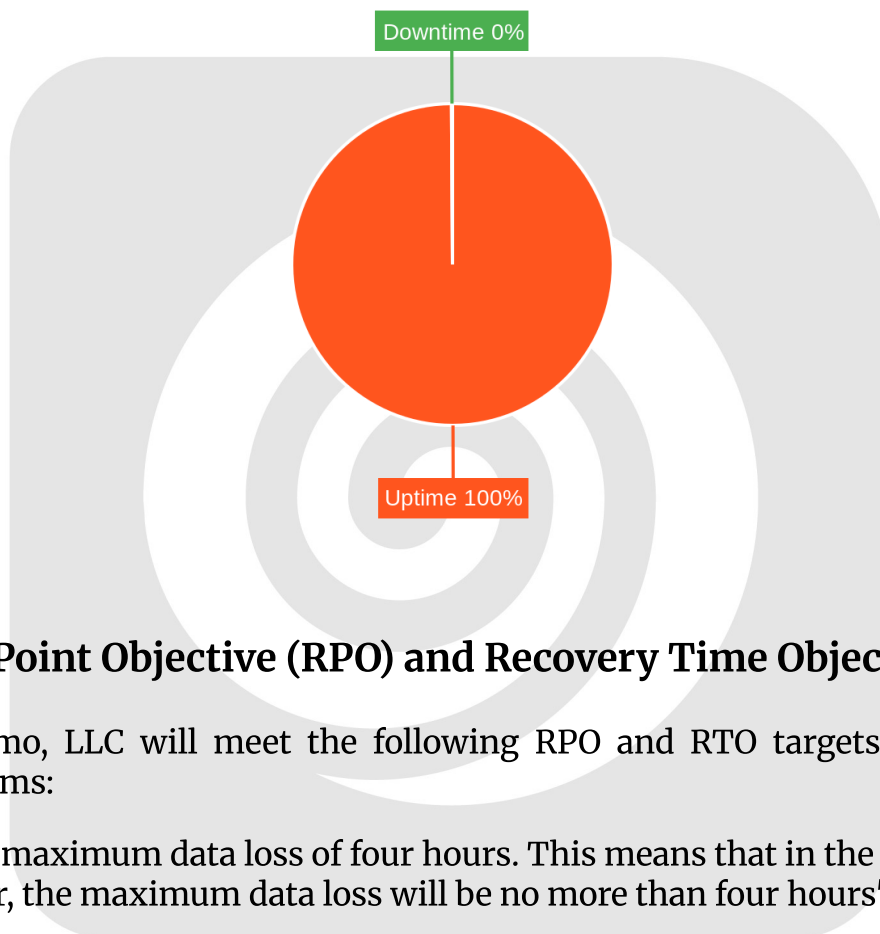
## Service Level Agreements and Performance Standards

DocuPal Demo, LLC commits to specific service levels to ensure ACME-1's disaster recovery needs are met. These service levels cover the availability of the recovery environment, Recovery Point Objective (RPO), Recovery Time Objective (RTO), and incident response times.



## Availability

DocuPal Demo, LLC guarantees a 99.9% uptime for the disaster recovery environment. This ensures ACME-1 can access the necessary resources during a declared disaster. Allowable downtime includes scheduled maintenance and unforeseen outages. Scheduled maintenance will be communicated to ACME-1 at least 72 hours in advance.



## Recovery Point Objective (RPO) and Recovery Time Objective (RTO)

DocuPal Demo, LLC will meet the following RPO and RTO targets for ACME-1's critical systems:

- **RPO:** A maximum data loss of four hours. This means that in the event of a disaster, the maximum data loss will be no more than four hours' worth of data.
- **RTO:** A recovery time of eight hours. This is the maximum time it will take to restore ACME-1's critical systems and data in the recovery environment.

## Incident Response

DocuPal Demo, LLC will respond to reported incidents related to the disaster recovery environment within 30 minutes of notification. Resolution time will vary depending on the nature of the incident. DocuPal Demo, LLC will provide regular updates to ACME-1 throughout the incident resolution process.

## Penalties for Non-Compliance

Failure to meet the RPO and RTO targets will result in financial penalties. If the RTO exceeds eight hours, DocuPal Demo, LLC will credit ACME-1 10% of the monthly service fee for each hour exceeding the RTO, up to a maximum of 50% of the monthly fee. Failure to provide adequate support during a disaster event, as determined by ACME-1, will also result in financial penalties. The specific amount will be negotiated on a case-by-case basis.

# Limitation of Liability and Indemnification

## Limitation of Liability

DocuPal Demo, LLC will be liable to ACME-1 for damages directly resulting from service failures caused by DocuPal Demo, LLC's negligence or willful misconduct. However, DocuPal Demo, LLC's total liability to ACME-1 under this agreement will not exceed the total fees paid by ACME-1 to DocuPal Demo, LLC in the twelve (12) months preceding the event giving rise to the claim.

ACME-1 will be liable for ensuring the accuracy and completeness of all information provided to DocuPal Demo, LLC. ACME-1 will also be responsible for fulfilling its assigned responsibilities as outlined in this Disaster Recovery Agreement. DocuPal Demo, LLC will not be liable for any failures or damages resulting from ACME-1's failure to meet these responsibilities.

Neither party will be liable for indirect, incidental, consequential, or punitive damages arising out of or related to this agreement, including but not limited to loss of profits, business interruption, or loss of data, even if advised of the possibility of such damages.



## Indemnification

DocuPal Demo, LLC will indemnify, defend, and hold harmless ACME-1, its officers, directors, employees, and agents from and against any and all third-party claims, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to DocuPal Demo, LLC's breach of this agreement, or DocuPal Demo, LLC's negligence or willful misconduct in the performance of its obligations under this agreement.

ACME-1 will indemnify, defend, and hold harmless DocuPal Demo, LLC, its officers, directors, employees, and agents from and against any and all third-party claims, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to ACME-1's use of the disaster recovery services provided by DocuPal Demo, LLC, ACME-1's breach of this agreement, or ACME-1's negligence or willful misconduct.

## Force Majeure and Unforeseen Events

This section details how unforeseen events affect the Disaster Recovery Agreement (DRA) between DocuPal Demo, LLC and ACME-1.

### Force Majeure Events

Neither DocuPal Demo, LLC nor ACME-1 will be liable for any failure to perform its obligations under this DRA if that failure results from a Force Majeure Event. A Force Majeure Event means any event beyond a party's reasonable control. This includes, but is not limited to:

- Natural disasters (e.g., floods, earthquakes, hurricanes)
- Acts of terrorism
- War or civil unrest
- Government regulations or orders
- Widespread outages of communication or utility infrastructure
- Cyberattacks that could not be reasonably prevented with industry-standard security measures





## Impact and Responsibilities

If a Force Majeure Event occurs, the affected party must promptly notify the other party. This notice should describe the event and its expected impact on performance. During the Force Majeure Event, both parties will cooperate to minimize the impact on recovery efforts. Responsibilities may be adjusted to suit the specific circumstances. The goal is to maintain business continuity as effectively as possible.

## Suspension of Obligations

The obligations of the affected party are suspended to the extent made impossible or impractical by the Force Majeure Event. The suspension will end when the event ceases, or its effects subside to a reasonable level. Both parties will then resume their respective obligations under this DRA. DocuPal Demo, LLC and ACME-1 will communicate regularly during any such suspension. They will also work together to restore full operational capacity as soon as feasible.

## Term, Termination and Renewal

This Disaster Recovery Agreement will begin on August 9, 2025 and continue for a period of three (3) years, unless terminated earlier as provided in this section.

### Termination

Docupal Demo, LLC or ACME-1 may terminate this Agreement if the other party materially breaches its obligations. The party seeking termination must provide written notice of the breach. The breaching party will have thirty (30) days from receipt of notice to cure the breach. If the breach is not cured within the thirty (30) day period, the non-breaching party may terminate the Agreement upon written notice.

### Renewal

Docupal Demo, LLC will discuss renewal options with ACME-1 ninety (90) days before the end of the initial three-year term. Any renewal will require a written amendment to this Agreement, agreed upon and signed by both parties. The terms and conditions of any renewal may differ from those in this initial Agreement.



# Dispute Resolution and Governing Law

## Dispute Resolution

DocuPal Demo, LLC and ACME-1 will attempt to resolve any disputes arising under this Disaster Recovery Agreement through good-faith negotiations. If these negotiations are unsuccessful, the parties agree to first attempt to resolve the dispute through mediation. The location of the mediation will be mutually agreed upon by both parties. If mediation does not resolve the dispute, it will be settled by binding arbitration in accordance with the rules of the American Arbitration Association. The decision of the arbitrator will be final and binding on both parties.

## Governing Law

This Disaster Recovery Agreement will be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles. Both DocuPal Demo, LLC and ACME-1 agree that any legal action or proceeding arising under this Agreement will be brought in the state or federal courts located in Delaware, and the parties hereby consent to the personal jurisdiction and venue of such courts.

# Appendices and Attachments

This section includes supporting documents and detailed information referenced within this Disaster Recovery Agreement. These materials provide specific technical details, contact information, and procedures necessary for the successful execution of the disaster recovery plan.

## Supporting Documentation

The following documents are incorporated by reference and attached to this agreement:

- **System Configuration Documents:** Detailed specifications for all servers and systems covered by this agreement.
- **Network Diagrams:** Visual representations of the network infrastructure, including IP addresses, subnet masks, and network device configurations.



- **Application Architecture Diagrams:** Schematics illustrating the architecture of critical applications, including dependencies and data flows.
- **Server Specifications:** Comprehensive details on the hardware and software configurations of all servers involved in the disaster recovery plan.
- **Network Configurations:** Specific settings and parameters for network devices to ensure proper connectivity during a disaster recovery event.
- **Backup Schedules:** Detailed schedules outlining the frequency and type of data backups performed for each system.
- **Contact Lists:** Up-to-date contact information for key personnel at both Docupal Demo, LLC and ACME-1, including escalation procedures.
- **Recovery Checklists:** Step-by-step checklists for executing recovery procedures for critical systems and applications.

These attachments provide the necessary technical depth to support the execution of the Disaster Recovery Agreement and ensure a coordinated and effective response to any disruptive event.

