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Introduction and Purpose

This Force Majeure 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 United States, with its principal place of business at 23 Main St, Anytown, CA 90210 ("Docupal Demo"), and Acme, Inc ("ACME-1"), a business entity organized under the laws of United States, with its principal place of business at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA.

Purpose of the Agreement

The purpose of this Agreement is to define what constitutes a force majeure event and to outline the rights and responsibilities of each party in the event such an event occurs. Force majeure refers to unforeseeable circumstances that prevent someone from fulfilling a contract. These events are beyond the control of either party. This agreement clarifies how such events will affect the obligations of Docupal Demo, LLC and ACME-1 under any existing or future contracts between them. It ensures both parties understand their respective positions and obligations should a force majeure event occur.

Scope of Force Majeure Events

This Force Majeure Agreement outlines the specific events considered to be force majeure events. These are unforeseeable circumstances that prevent Docupal Demo, LLC, or ACME-1 from fulfilling their contractual obligations.

Covered Events

The following events will be considered force majeure events under this agreement:

- **Natural Disasters:** This includes acts of God such as floods, earthquakes, hurricanes, tornadoes, wildfires, and other severe weather events. The event must be of such magnitude that it renders performance of the contract impossible.



- **Pandemics:** Any widespread outbreak of infectious disease, such as COVID-19, declared by the World Health Organization (WHO) or a similar recognized authority, that directly impacts the ability of either party to perform its obligations. This includes, but is not limited to, government-mandated shutdowns, travel restrictions, and significant workforce disruptions due to illness.
- **Labor Strikes and Lockouts:** Widespread labor strikes, lockouts, or other industrial disturbances that affect a significant portion of either party's workforce or supply chain. The strike or lockout must be beyond the reasonable control of the affected party.
- **Governmental Actions:** This encompasses acts of government, including but not limited to, embargoes, war, acts of terrorism, riots, insurrections, blockades, or orders of domestic or foreign governmental authorities. The governmental action must directly prevent or prohibit the performance of contractual obligations.

The determination of whether a force majeure event has occurred will be made in good faith, considering the specific circumstances and the impact on the affected party's ability to perform.

Obligations and Notifications

Notification of Force Majeure Event

ACME-1 must promptly notify Docupal Demo, LLC of any event it believes qualifies as Force Majeure. This notification must be in writing. It should detail the nature of the event, its expected duration, and the specific obligations impacted. The initial notification must occur within ten (10) business days of ACME-1 becoming aware of the event.

Docupal Demo, LLC's Responsibilities

Upon receiving notice from ACME-1, Docupal Demo, LLC will evaluate the information provided. Docupal Demo, LLC must determine if the event constitutes Force Majeure as defined in this Agreement. Docupal Demo, LLC will communicate its decision to ACME-1 in writing within ten (10) business days of receiving ACME-1's notification.



Ongoing Obligations

Both Docupal Demo, LLC and ACME-1 must continue to perform their obligations under this Agreement to the extent reasonably possible. They should also take reasonable steps to mitigate the effects of the Force Majeure event. ACME-1 must provide Docupal Demo, LLC with regular updates. These updates should detail the status of the Force Majeure event and its impact on ACME-1's ability to perform its obligations. Updates will be provided every fifteen (15) business days.

Effects on Contractual Obligations

A Force Majeure Event may impact Docupal Demo, LLC's and ACME-1's contractual duties under this agreement. The specific effects depend on the nature and duration of the event.

Suspension of Obligations

During the period a Force Majeure Event is ongoing, both Docupal Demo, LLC and ACME-1's obligations will be suspended to the extent they are directly affected by the event. This suspension applies only to the specific obligations that the Force Majeure Event prevents or delays. All other unaffected obligations remain in full force and effect. Docupal Demo, LLC will make reasonable efforts to mitigate the impact of the Force Majeure Event on its ability to perform.

Extension of Time for Performance

If a Force Majeure Event causes a delay in performance, the time for Docupal Demo, LLC to perform its obligations will be extended by a period equal to the duration of the event. This extension will not apply if ACME-1 does not provide notice of the event within the specified timeframe. Docupal Demo, LLC must exercise reasonable diligence to resume performance as soon as reasonably practicable after the Force Majeure Event ceases.

Termination

If a Force Majeure Event continues for a period exceeding ninety (90) days, either Docupal Demo, LLC or ACME-1 may terminate this agreement by providing written notice to the other party. Upon termination, Docupal Demo, LLC will be entitled to



payment for all services performed and expenses incurred up to the date of termination. Neither party will be liable to the other for any damages resulting solely from the termination caused by the Force Majeure Event. This termination right does not apply if the Force Majeure Event is the result of a breach of this agreement by the party seeking termination.

Liability and Risk Allocation

Docupal Demo, LLC and ACME-1 agree to the following regarding liability and risk allocation. Neither party will be liable to the other for any failure or delay in performance. This applies when such failure or delay is due to a Force Majeure Event.

Limitation of Liability

Under no circumstances shall either party be liable for any indirect, consequential, or incidental damages. This includes, but is not limited to, lost profits or business interruption. This limitation applies regardless of the cause of action. This includes contract, tort, or otherwise, arising out of this Agreement.

Risk Allocation

Each party will bear its own costs and expenses. These costs and expenses arise from a Force Majeure Event. Both Docupal Demo, LLC and ACME-1 will take reasonable steps to mitigate the impact of any Force Majeure Event. This ensures minimal disruption to the agreement.

Duration and Termination of the Agreement

Duration and Termination

This Agreement shall commence on August 9, 2025, and will continue in full force and effect for a period of one (1) year, unless terminated earlier as provided herein.



Termination Events

This Agreement may be terminated by either Docupal Demo, LLC or ACME-1 upon thirty (30) days written notice to the other party.

Either party may terminate this Agreement immediately if the other party:

- Becomes insolvent or bankrupt.
- Has a receiver appointed for substantially all of its assets.
- Ceases to do business.

Furthermore, if a Force Majeure event continues for a period exceeding ninety (90) days, either party may terminate this Agreement by providing written notice to the other party. Such termination will be effective thirty (30) days after receipt of the notice.

Dispute Resolution

Docupal Demo, LLC and ACME-1 will try to resolve any dispute related to a force majeure declaration amicably. This involves good-faith negotiations between both parties.

Mediation

If negotiation fails, both parties agree to attempt mediation. They will jointly appoint a mediator in Anytown, CA. The mediation will be confidential. Both parties will share the costs of mediation equally.

Arbitration

If mediation does not resolve the dispute within 30 days, either party may demand binding arbitration. The arbitration will occur in Anytown, CA. One arbitrator will conduct the arbitration under the rules of the American Arbitration Association. The arbitrator's decision will be final and binding. The arbitrator can award costs and attorney's fees to the prevailing party. The base currency for any award will be USD.



Governing Law and Jurisdiction

This Force Majeure Agreement will be governed by and interpreted in accordance with the laws of the State of California, United States. This applies without regard to its conflict of laws principles.

Dispute Resolution

Any legal action or proceeding arising under, related to, or connected with this Agreement shall be brought exclusively in the state or federal courts located in California. Both Docupal Demo, LLC and ACME-1 irrevocably consent to the personal jurisdiction of these courts. They also waive any objection to the convenience of such forum.

Miscellaneous Provisions

Amendments

This Agreement may be amended by a written instrument signed by 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. Such consent will not be unreasonably withheld.

Governing Law

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.

Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions will remain in full force and effect. The parties will negotiate in good faith to replace the invalid or unenforceable provision with a valid and



enforceable provision that achieves the same economic effect.

Entire Agreement

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

Notices

All notices and other communications under this Agreement must be in writing. Notices must be delivered by mail, overnight courier, or email to the addresses specified in the introductory section of this Agreement. Notices will be deemed given upon receipt.

Counterparts

This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

