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# Introduction and Purpose

This Crisis Management Agreement (the "Agreement") is made and entered into as of August 9, 2025, by and between DocuPal Demo, LLC, a company organized and existing 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 in 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 clear and effective framework for the management and mitigation of crises. This framework ensures a collaborative approach between DocuPal and ACME-1 in responding to and resolving critical incidents.

## Scope

This Agreement outlines the responsibilities, procedures, and protocols for managing potential crises, including but not limited to data breaches, cyber attacks, natural disasters, and major service outages. It addresses key aspects such as crisis notification, communication strategies, risk management, data protection, and dispute resolution. The terms defined within aim to ensure preparedness, compliance, and minimize disruption to both parties.

# Definitions and Interpretations

For the purposes of this Crisis Management Agreement, the following terms shall have the meanings ascribed to them below:

- **Crisis:** An event or situation that threatens ACME-1's operations, reputation, or stakeholders, requiring immediate and decisive action.
- **Incident:** Any occurrence that deviates from normal operations and may potentially escalate into a crisis.
- **Communication Protocol:** The established procedures and channels for disseminating information during a crisis, as detailed in Exhibit A.



- **Data Breach:** Any unauthorized access to, or disclosure of, ACME-1's confidential or protected data.
- **Resolution Time:** The period within which Docupal Demo, LLC, will use commercially reasonable efforts to resolve a crisis, as further specified in the Service Level Agreement.

## Interpretation

Terms not specifically defined herein shall be interpreted in accordance with standard industry practices and the mutual understanding of both parties. In cases of ambiguity, both Docupal Demo, LLC, and ACME-1 agree to consult in good faith to reach a mutually agreeable interpretation.

# Roles and Responsibilities

This section outlines the roles and responsibilities of DocuPal Demo, LLC, and ACME-1 in the event of a crisis. The Crisis Management Team, comprised of representatives from both organizations, will lead the response effort.

## Crisis Management Team Leadership

The Crisis Management Team will be jointly led by the designated Crisis Manager from DocuPal Demo, LLC, and the corresponding Crisis Manager from ACME-1. These individuals are responsible for authorizing decisions and ensuring effective communication throughout the crisis.

## DocuPal Demo, LLC Responsibilities

DocuPal Demo, LLC, will focus on the technical aspects of crisis response. This includes:

- Technical response to contain and mitigate the crisis.
- In-depth data analysis to understand the scope and impact of the event.
- System restoration efforts to return to normal operations as quickly as possible.



## ACME-1 Responsibilities

ACME-1 will manage the communication, public relations, and legal aspects of the crisis. Key responsibilities include:

- Developing and executing communication strategies to keep stakeholders informed.
- Managing public relations to protect the company's reputation.
- Coordinating with legal counsel to ensure compliance and minimize legal risks.

## Communication Protocols

All decisions made by the Crisis Management Team leads will be communicated through designated channels. These channels include:

- Email for formal updates and documentation.
- Secure messaging platform for real-time communication and collaboration.
- Conference calls for immediate discussions and decision-making.

Both parties are responsible for maintaining open and consistent communication throughout the crisis lifecycle.

## Crisis Notification and Escalation Procedures

This section details the procedures for notifying relevant parties of a crisis and escalating the response based on the event's severity. A formal crisis notification is triggered by any event that significantly impacts ACME-1's business operations, data security, or reputation, according to pre-agreed metrics.

### Notification Channels

Primary notification will occur through a secure messaging platform and email to ensure timely communication. Escalation will be conducted via phone calls to designated contacts at ACME-1 and Docupal Demo, LLC. Contact information for these individuals is maintained in **Appendix A**.



## Escalation Levels and Timelines

The following outlines the escalation thresholds and corresponding timelines for response:

Level	Impact	Notification Time	Escalation Time
1 (Minor)	Limited disruption	Within 1 hour	N/A
2 (Significant)	Major disruption	Immediate	Within 30 minutes
3 (Critical)	Severe/Systemic	Immediate	Immediate

**Level 1 (Minor Impact):** Events causing limited disruption to operations. Notification to relevant teams is required within 1 hour.

**Level 2 (Significant Impact):** Events causing major disruption, impacting critical systems or data. Immediate notification is required, with escalation to senior management within 30 minutes.

**Level 3 (Critical Impact):** Events causing severe or systemic damage, potentially leading to significant financial loss or reputational harm. Immediate notification and escalation are required.

## Contact Protocols

Upon identification of a crisis event, the designated Docupal Demo, LLC incident manager will initiate the notification process. This involves sending an initial alert via the secure messaging platform and email to the designated ACME-1 contact person. The alert will include a brief description of the event, its potential impact, and the assigned escalation level.

If the event is classified as Level 2 or Level 3, a phone call to the designated ACME-1 contact is required immediately following the initial alert. This ensures prompt communication and facilitates rapid decision-making. The incident manager will then follow the internal escalation protocols at Docupal Demo, LLC, to mobilize the appropriate resources and expertise. Regular updates will be provided to ACME-1 throughout the crisis management process.





# Communication Plan

Effective communication is critical during a crisis. Acme Inc.'s Communications Department will manage crisis communications, working with DocuPal Demo, LLC's technical experts.

## Internal Communication

Internal communication will keep employees informed. Approved channels include our secure messaging platform, company email, and conference calls. Information shared internally will be timely and accurate.

## External Communication

External communication will manage ACME-1's public image. Only pre-approved information can be shared outside the company. This information must be factual and non-sensitive. All external communications must follow legal and communication guidelines.

## Spokespersons

Designated spokespersons will handle media inquiries. These individuals will receive media training. They will be prepared to answer questions accurately. They will protect sensitive information.

## Communication Channels

Authorized communication platforms include:

- Secure Messaging Platform
- Company-Approved Email
- Designated Conference Call Lines

These channels ensure secure and consistent messaging. All communications will be documented. This helps with post-crisis analysis.



# Risk Assessment and Mitigation Strategies

This section identifies potential risks and outlines proactive mitigation measures. These steps aim to minimize the impact of any crisis situation affecting Acme, Inc.

## Identification of Probable Crisis Risks

We recognize several key risks that could potentially disrupt Acme, Inc.'s operations. These include:

- **Data Breaches:** Unauthorized access, use, disclosure, disruption, modification, or destruction of sensitive information.
- **Cyber Attacks:** Malicious attempts to damage, disrupt, or gain unauthorized access to computer systems, networks, or devices.
- **System Failures:** Unexpected malfunctions or breakdowns of critical IT systems or infrastructure.
- **Supply Chain Disruptions:** Events that interrupt the flow of goods or services from suppliers to Acme, Inc.

## Mitigation Strategies

To address these risks, we have established the following mitigation strategies:

- **Regular Security Audits:** Periodic assessments to identify vulnerabilities and weaknesses in security controls.
- **Data Encryption:** Encoding data to prevent unauthorized access, even in the event of a breach.
- **Backup Systems:** Regularly backing up critical data to ensure availability in case of system failures or data loss.
- **Disaster Recovery Plans:** Comprehensive plans outlining procedures for restoring operations after a disruptive event. These plans are regularly reviewed and updated.

## Risk Monitoring

We continuously monitor systems and data to detect potential threats and vulnerabilities. This includes:





- Continuous monitoring of system logs for suspicious activity.
- Monitoring security alerts generated by security systems.
- Staying informed about the latest threat intelligence feeds to identify emerging threats.

## Service Levels and Performance Metrics

This section outlines the service levels and performance metrics that Docupal Demo, LLC will adhere to during the term of this Crisis Management Agreement. These metrics are designed to ensure timely and effective crisis management for ACME-1.

### Response and Resolution Times

Docupal Demo, LLC commits to the following response and resolution times:

- **Initial Response:** Within 2 hours of crisis notification. This includes acknowledging receipt of the notification and initiating the assessment process.
- **Resolution:** Resolution time will vary depending on the nature and complexity of the crisis. Docupal Demo, LLC will establish agreed-upon milestones for resolution and provide regular updates on progress.

### Performance Measurement and Reporting

Performance will be measured based on the following key indicators:

- **Resolution Time:** The time taken to fully resolve the crisis.
- **Impact Mitigation:** The effectiveness of measures taken to minimize the negative impact of the crisis on ACME-1's operations, reputation, and financial standing.
- **Adherence to Communication Protocols:** Compliance with the communication protocols outlined in this Agreement, ensuring timely and accurate information dissemination to relevant stakeholders.

Docupal Demo, LLC will provide monthly reports to ACME-1 detailing performance against these metrics.



## Non-Compliance

Failure to meet the agreed-upon response times or adhere to communication protocols may result in financial penalties. The specific penalties for non-compliance are outlined in Schedule A of this Agreement.

# Confidentiality and Data Protection

Docupal Demo, LLC and ACME-1 acknowledge that during the term of this Agreement, each party may have access to confidential information belonging to the other party. This information includes, but is not limited to, customer data, proprietary algorithms, and internal security protocols. Both parties agree to treat such information as confidential and to protect it from unauthorized disclosure.

## Data Security Measures

ACME-1 and Docupal Demo, LLC commit to maintaining robust security measures to protect sensitive data during and after any crisis event. These measures include encryption of data both in transit and at rest, strict access controls to limit data access to authorized personnel only, and secure data storage solutions.

## Data Breach Notification

In the event of a data breach, both Docupal Demo, LLC and ACME-1 will comply with all applicable laws and regulations regarding data breach notification, including but not limited to GDPR and CCPA. The parties will cooperate fully to investigate the breach, mitigate its impact, and provide timely notification to affected individuals and regulatory authorities, as required.

# Liability and Indemnification

## Limitation of Liability

Each party's liability will depend on the specifics of the crisis and the level of fault involved. Neither DocuPal Demo, LLC, nor ACME-1 will be liable for any indirect, incidental, or consequential damages arising out of or related to this Agreement. This includes, but is not limited to, lost profits, business interruption, or loss of data.



## Indemnification

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 resulting from 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 losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or resulting from ACME-1's negligence or willful misconduct related to the crisis management activities contemplated by this agreement.

## Scope and Exclusions

The indemnification obligations outlined above will not apply to the extent that the losses, damages, liabilities, costs, or expenses are caused by the negligence or willful misconduct of the party seeking indemnification. The provisions of this section will survive the termination or expiration of this Agreement.

## Training and Testing

DocuPal Demo, LLC will conduct annual crisis management training for ACME-1's key personnel. These training activities will include tabletop exercises and simulations to prepare staff for various crisis scenarios.

## Crisis Simulation Schedule

Crisis simulations will occur on a quarterly basis. These simulations will test the effectiveness of the crisis management plan and identify areas for improvement.

## Responsibilities

DocuPal Demo, LLC's Security Department will organize the training in coordination with ACME-1's Risk Management Department. This collaboration ensures that the training aligns with ACME-1's specific needs and risk profile. The training will cover crisis response protocols, communication strategies, and the roles and responsibilities of key personnel during a crisis.



# Compliance with Laws and Regulations

Docupal Demo, LLC and ACME-1 will each comply with all applicable laws, regulations, and industry standards during the term of this Crisis Management Agreement. This includes, but is not limited to, laws and regulations relating to data protection, privacy, and security.

## Data Protection and Privacy

Both parties acknowledge that the handling of personal data will be subject to legal frameworks like the General Data Protection Regulation (GDPR) and the California Consumer Privacy Act (CCPA). We will ensure all data processing activities related to crisis management adhere to these regulations.

## Ensuring Regulatory Compliance

To maintain compliance, we will keep updated documentation, perform regular audits, and consult with legal counsel. These measures will help us adapt to changing legal requirements and address any compliance gaps.

## Reporting Requirements

ACME-1 and Docupal Demo, LLC will provide regular status updates to regulatory bodies as required by law. This includes reporting data breaches or other incidents that may trigger mandatory notifications. The specific reporting timelines and content will align with the applicable legal requirements.

# Record Keeping and Documentation

DocuPal Demo, LLC will maintain thorough records related to all crisis events. These records include incident reports to capture the details of each event. Communication logs will track all internal and external communications during a crisis. Resolution documentation will detail the steps taken to resolve the crisis and its aftermath.



## Data Retention

All records pertaining to crisis management will be retained for a period of seven years. This retention period ensures compliance with legal and regulatory requirements. It also provides a historical reference for future crisis management planning and training.

## Responsibility for Maintenance

The Compliance Department of DocuPal Demo, LLC is responsible for maintaining these records. This includes organizing, storing, and securing the documentation. The Compliance Department will also ensure the records are accessible for authorized personnel when needed. Proper record keeping supports continuous improvement in crisis response and helps ACME-1 mitigate future risks effectively.

# Dispute Resolution

Docupal Demo, LLC and ACME-1 agree to resolve any disputes related to this Crisis Management Agreement through the following methods.

## Mediation

First, both parties will attempt to resolve any dispute through good-faith mediation. The mediation process will begin within thirty (30) days of either party providing written notice of the dispute.

## Arbitration

If mediation does not resolve the dispute within thirty (30) days, the parties agree to submit the dispute to binding arbitration. The arbitration will be conducted in accordance with the rules of the American Arbitration Association. A single arbitrator will conduct the arbitration. The arbitration decision will be final and binding on both Docupal Demo, LLC, and ACME-1. The arbitration process must conclude within ninety (90) days of the end of the mediation period.



## Governing Law and Jurisdiction

The laws of the state where ACME-1 is headquartered govern this agreement. The jurisdiction for any legal action related to this agreement is the jurisdiction in which ACME-1's headquarters are located.

## Amendments and Modifications

This Agreement may be amended or modified at any time during its term.

### Amendment Proposals

Designated representatives from both DocuPal Demo, LLC and ACME-1 are authorized to propose amendments to this Agreement.

### Approval Process

All proposed amendments must be agreed upon in writing by both parties. Amendments will only be effective when a written agreement is signed by authorized representatives of both DocuPal Demo, LLC and ACME-1.

### Communication of Modifications

All modifications to this agreement will be communicated via email and formal written notice to ensure transparency and proper documentation. This includes detailing the specific changes made, the effective date of the modification, and any related impacts on the existing terms and conditions.

## Term and Termination

This Crisis Management Agreement will begin on August 9, 2025, and will continue for an initial term of three years.

### Termination

This Agreement may be terminated under the following circumstances:



- **Material Breach:** Either party may terminate this Agreement if the other party materially breaches any provision of this Agreement and fails to cure such breach within ninety (90) days after receiving written notice of the breach.
- **Insolvency:** Either party may terminate this Agreement immediately upon written notice if the other party becomes insolvent, files for bankruptcy, or has a receiver appointed for its assets.
- **Mutual Agreement:** This Agreement may be terminated at any time by mutual written agreement of both Docupal Demo, LLC and ACME-1.

## Notice of Termination

The party desiring to terminate this Agreement must provide ninety (90) days written notice to the other party.

## Signatures and Acknowledgements

This Crisis Management Agreement becomes effective as of the last date signed below.

### Signatures

**DocuPal Demo, LLC**

By: [Name]

Title: [Title]

Date: 2025-08-09

**Acme, Inc (ACME-1)**

By: [Name]

Title: [Title]

Date: 2025-08-09

### Acknowledgement

**DocuPal Demo, LLC**

State of California

County of Anytown

On this 2025-08-09, before me, a Notary Public in and for said County and State, personally appeared [Name], known to me to be the [Title] of DocuPal Demo, LLC, the corporation that executed the within and foregoing instrument, and acknowledged to me that such corporation executed the same.

Witness my hand and official seal.

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Notary Public

**Acme, Inc (ACME-1)**

State of Oregon

County of Wilsonville

On this 2025-08-09, before me, a Notary Public in and for said County and State, personally appeared [Name], known to me to be the [Title] of Acme, Inc, the corporation that executed the within and foregoing instrument, and acknowledged to me that such corporation executed the same.

Witness my hand and official seal.

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Notary Public

## About Us

Docupal Demo, LLC, a United States company, is located at 23 Main St, Anytown, CA 90210. We are a leading provider of comprehensive crisis management solutions. Our expertise lies in helping businesses prepare for, respond to, and recover from a wide range of crises. These include data breaches, cyber attacks, and natural disasters.



## Our Expertise

Docupal Demo, LLC offers services in crisis notification, communication strategies, and risk management. We also specialize in data protection and dispute resolution. Our team develops customized training programs. These programs ensure our clients are well-prepared and compliant with industry best practices. We use USD as our base currency. Our goal is to minimize disruption and protect our clients' reputations and bottom lines.

