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# Preamble

This agreement is made between Docupal Demo, LLC, located at 23 Main St, Anytown, CA 90210, USA, and Acme, Inc, with its principal address at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA.

# Background

Docupal Demo, LLC, is in the business of providing document automation services. Acme, Inc, desires to use Docupal Demo, LLC's services to automate its document processes. This treaty sets forth the terms and conditions under which Docupal Demo, LLC will provide these services to Acme, Inc.

# Purpose

The purpose of this treaty is to define the rights, obligations, and responsibilities of both parties. It establishes a clear framework for the provision of document automation services by Docupal Demo, LLC to Acme, Inc. This includes outlining the scope of services, payment terms, confidentiality obligations, and dispute resolution mechanisms.

# Definitions

For the purposes of this Treaty, the following terms shall have the meanings set forth below:

**Amendment:** Refers to any modification, alteration, or revision made to this Treaty after its entry into force. Amendments must be mutually agreed upon by both DocuPal Demo, LLC and ACME-1, and executed in writing.

**Confidential Information:** Means any non-public, proprietary information disclosed by one party (the "Disclosing Party") to the other party (the "Receiving Party"), either directly or indirectly, whether in writing, orally, or by inspection of tangible objects. This includes, but is not limited to, technical data, trade secrets,



know-how, product plans, marketing plans, customer lists, financial information, and other sensitive business information. Information already publicly known, rightfully received from another source, or independently developed is excluded.

**Ratification:** Signifies the formal confirmation and approval of this Treaty by each Party, according to their respective internal procedures.

**Termination:** Means the cessation of this Treaty before its scheduled expiration date, enacted according to the terms outlined within this document.

## Scope and Application

This Treaty establishes the terms and conditions governing the provision of document automation services by DocuPal Demo, LLC ("DocuPal") to Acme, Inc ("ACME-1"). It clarifies the rights, obligations, and responsibilities of both parties involved.

### Scope of Services

This Treaty applies specifically to the document automation services detailed within the associated Service Agreement. DocuPal will provide these services as described, utilizing its expertise and resources to meet ACME-1's defined requirements. The scope includes, but isn't limited to, the automation of document creation, review, approval, and storage processes. Specific project parameters, deliverables, and timelines will be outlined in individual Statements of Work (SOWs) executed under this Treaty.

### Territorial Application

The provisions of this Treaty extend to all activities conducted by DocuPal for ACME-1, irrespective of the physical location where the services are performed. Since both DocuPal and ACME-1 are based in the United States, the primary legal framework governing this Treaty will be that of the United States. If services are performed or utilized outside of the United States, both parties agree to comply with all applicable local laws and regulations.



## Conditions of Application

This Treaty becomes effective upon its signature by authorized representatives of both DocuPal and ACME-1. It remains in effect for the duration specified in the agreement, subject to the termination provisions outlined within. The terms of this Treaty apply to all SOWs executed after the effective date, unless explicitly stated otherwise in a specific SOW. This Treaty is contingent upon ACME-1 maintaining a valid and active account with DocuPal and adhering to DocuPal's standard terms of service, where applicable, so long as they do not contradict the terms specifically defined in this Treaty.

## Obligations of the Parties

This section outlines the obligations of each party, DocuPal Demo, LLC and ACME-1, under this Treaty. Both parties agree to perform these obligations in good faith.

### Obligations of DocuPal Demo, LLC

DocuPal Demo, LLC will provide document automation services to ACME-1. These services will be provided according to the terms outlined in this Treaty. DocuPal Demo, LLC will ensure the document automation services are of a professional standard. DocuPal Demo, LLC will use reasonable efforts to maintain the availability of the document automation services. DocuPal Demo, LLC will address any material issues with the document automation services in a timely manner. DocuPal Demo, LLC will act as a trusted service provider.

### Obligations of ACME-1

ACME-1 will supply DocuPal Demo, LLC with the data needed for the document automation services. ACME-1 will adhere to the service terms set forth in this Treaty. ACME-1 is responsible for the accuracy and completeness of the data provided to DocuPal Demo, LLC. ACME-1 will use the document automation services responsibly. ACME-1 will make timely payments to DocuPal Demo, LLC as agreed in this Treaty. ACME-1 will notify DocuPal Demo, LLC of any material issues.

### Mutual Obligations

Both DocuPal Demo, LLC and ACME-1 agree to the following:



- To communicate openly and honestly with each other.
- To comply with all applicable laws and regulations.
- To protect confidential information as defined in the Confidentiality section of this Treaty.
- To cooperate with each other to ensure the success of the document automation services.
- To promptly notify the other party of any event that may affect their ability to fulfill their obligations under this Treaty.
- To participate in regular meetings, either in person or remotely, to discuss the progress of the document automation services and address any issues that may arise.
- To designate a primary point of contact for all communications related to this Treaty.
- To provide each other with reasonable access to information and resources necessary to fulfill their respective obligations, subject to confidentiality restrictions.
- To work together to resolve any disputes that may arise in a fair and equitable manner, as outlined in the Dispute Resolution section of this Treaty.
- To review and update this Treaty periodically to ensure it accurately reflects the current state of the document automation services and the needs of both parties.
- To maintain accurate records of all activities related to this Treaty, including data provided, services performed, and payments made.
- To obtain all necessary consents and approvals required to fulfill their obligations under this Treaty.
- To act in a professional and ethical manner in all dealings with each other.
- To comply with any security protocols or procedures established by either party to protect confidential information or ensure the integrity of the document automation services.
- To acknowledge that this Treaty constitutes the entire agreement between the parties and supersedes all prior or contemporaneous communications and proposals, whether oral or written.





# Protocols and Annexes

## Protocols

This Treaty may include additional protocols. These protocols elaborate on specific aspects of the Treaty. They have the same binding legal force as the main body of this Treaty. Each protocol will define its effective date.

## Amendment of Protocols

The process for amending any protocol mirrors the amendment process for the Treaty itself, as detailed in Article [Amendment Article Number].

## List of Protocols

As of the Effective Date, the following protocols are attached to this Treaty:

1. **Data Security Protocol:** Details data protection measures and breach notification procedures.
2. **Service Level Agreement (SLA) Protocol:** Sets out performance standards, response times, and remedies for Docupal Demo, LLC's services.
3. **Pricing and Payment Protocol:** Defines the detailed pricing structure, payment schedules, and acceptable payment methods for the services provided under this Treaty.

## Annexes

The Annexes to this Treaty contain supplementary information. This information clarifies, illustrates, or expands upon provisions within the main body of the Treaty or its protocols. While the Annexes are not legally binding in the same way as the Treaty or its protocols, they serve as an integral part of the overall agreement. They provide context and guidance for interpreting and implementing the Treaty's provisions.



## Amendment of Annexes

Changes to the Annexes may be made by written agreement between Docupal Demo, LLC and ACME-1. These changes do not require a formal amendment to the Treaty itself.

## List of Annexes

The following Annexes are attached to this Treaty:

1. **Service Description Annex:** Offers a comprehensive description of the document automation services provided by Docupal Demo, LLC, including features, functionalities, and technical specifications.
2. **Implementation Plan Annex:** Outlines the project timeline, key milestones, and responsibilities of both Docupal Demo, LLC and ACME-1 for the implementation of the document automation services.
3. **Contact Information Annex:** Lists the names, titles, phone numbers, and email addresses of the key personnel from both Docupal Demo, LLC and ACME-1 who will be involved in the implementation and ongoing management of this Treaty.
4. **Acceptable Use Policy Annex:** Sets for the acceptable use guidelines for ACME-1 using the document automation services.

## Dispute Resolution Mechanisms

DocuPal Demo, LLC and ACME-1 commit to resolving disputes arising from this Treaty through amicable and efficient means.

### Arbitration

Any dispute, controversy, or claim arising out of or relating to this Treaty, including the interpretation, breach, termination, or validity thereof, shall be finally settled by arbitration. The arbitration shall be administered by a recognized arbitration institution, such as the American Arbitration Association (AAA), in accordance with its rules in effect at the time of the arbitration.





## Location of Arbitration

The place of arbitration shall be Anytown, California, unless otherwise agreed by both DocuPal Demo, LLC and ACME-1.

## Arbitral Panel

The arbitral panel shall consist of one arbitrator, unless both parties agree to three arbitrators. The arbitrator shall be mutually agreed upon by both parties. If the parties cannot agree on an arbitrator within thirty (30) days of the commencement of arbitration, the selection shall be made by the arbitration institution.

## Language

The language to be used in the arbitral proceedings shall be English.

## Governing Law

The arbitration shall be governed by the laws of the State of California, United States, without regard to its conflict of laws principles.

## Enforcement of Award

The award rendered by the arbitrator shall be final and binding on both DocuPal Demo, LLC and ACME-1, and judgment upon the award may be entered in any court having jurisdiction thereof.

## Confidentiality

All aspects of the arbitration proceeding, including but not limited to the content of the pleadings, evidence, and the arbitral award, shall be kept strictly confidential.

## Costs of Arbitration

The costs of the arbitration, including the fees and expenses of the arbitrator, shall be borne equally by DocuPal Demo, LLC and ACME-1, unless the arbitrator determines that a different allocation is appropriate under the circumstances. Each party shall bear its own attorneys' fees and costs.



# Entry into Force and Duration

This Treaty shall become effective once both Docupal Demo, LLC and ACME-1 have signed it. The date of the last signature will be considered the start date of this Treaty.

## Duration

Unless terminated earlier as provided herein, this Treaty will remain in effect for a period of three (3) years from the effective date.

## Renewal

At the end of the initial three-year term, this Treaty will be automatically renewed for successive one-year terms, unless either party provides written notice of termination at least ninety (90) days prior to the end of the then-current term.

## Termination

Either party may terminate this Treaty under the following conditions:

- **Material Breach:** If one party materially breaches any provision of this Treaty, the other party may terminate the Treaty by giving thirty (30) days written notice, provided that the breaching party has not cured the breach within the thirty-day notice period.
- **Insolvency:** Either party may terminate this Treaty immediately if the other party becomes insolvent, files for bankruptcy, or is placed in receivership.
- **Mutual Agreement:** This Treaty may be terminated at any time by mutual written agreement of both parties.
- **For Convenience:** ACME-1 may terminate this agreement for convenience with a sixty (60) day written notice to Docupal Demo, LLC. In the event of termination for convenience, ACME-1 will be responsible for payment for all services performed and expenses incurred up to the date of termination.

# Amendments and Modifications

This Treaty may be amended or modified from time to time. All changes require the mutual agreement of DocuPal Demo, LLC and ACME-1.



## Amendment Process

Either party may propose an amendment to this Treaty. Any proposed amendment must be submitted to the other party in writing. The written notice must detail the specific changes requested.

## Approval of Amendments

An amendment becomes effective only upon written approval by both DocuPal Demo, LLC and ACME-1. Both parties must formally agree to the changes. The approved amendment will be attached as an addendum to this Treaty. It will then form an integral part of this Treaty.

# Ratification, Acceptance, Approval and Accession

## Ratification

This Treaty is subject to ratification, acceptance, or approval by the Parties, ACME-1 and Docupal Demo, LLC, in accordance with their respective internal procedures.

## Instruments of Ratification

Instruments of ratification, acceptance, or approval shall be deposited with Docupal Demo, LLC, located at 23 Main St, Anytown, CA 90210, United States. Docupal Demo, LLC will serve as the Depositary for this Treaty.

## Entry Into Force

This Treaty shall enter into force on the thirtieth (30th) day following the date of deposit of the instruments of ratification, acceptance, or approval by both ACME-1 and Docupal Demo, LLC.



## Accession

Accession to this Treaty is not permitted. This Treaty is exclusively open for signature, ratification, acceptance, or approval by ACME-1 and Docupal Demo, LLC. No other party may become a party to this Treaty by accession.

## Compliance and Enforcement

DocuPal Demo, LLC and ACME-1 commit to upholding all terms within this treaty. Both parties will monitor their own performance to ensure adherence to these stipulations.

### Compliance Monitoring

Both DocuPal Demo, LLC and ACME-1 will maintain records relevant to their obligations. These records may include, but are not limited to:

- Service delivery logs
- System performance metrics
- User access data
- Security audit reports

These records will be available for review by the other party upon reasonable request, subject to confidentiality obligations outlined in this treaty. Each party will designate a compliance officer responsible for overseeing adherence to this treaty. These officers will communicate regularly to address any compliance concerns.

### Enforcement Mechanisms

Should either DocuPal Demo, LLC or ACME-1 fail to meet their obligations, the following enforcement mechanisms will apply:

1. **Notification of Non-Compliance:** The party alleging non-compliance will provide written notice to the other party. This notice will detail the specific breach, the evidence supporting the claim, and the requested remedy.
2. **Cure Period:** The party in breach will have a period of thirty (30) days from receipt of the notice to cure the breach. The cure may involve correcting the deficiency, providing compensation, or implementing a mutually agreeable



solution.

3. **Escalation:** If the breach is not cured within the cure period, the parties will escalate the matter to their respective senior management. Senior management will have fifteen (15) days to resolve the dispute through good-faith negotiation.
4. **Dispute Resolution:** If senior management cannot resolve the dispute, the parties will follow the dispute resolution process outlined in a separate section of this treaty. This may include mediation or arbitration.
5. **Termination:** In cases of material breach that remain uncured after exhausting the above steps, the non-breaching party may terminate this treaty as per the termination clause.

Each party retains all rights and remedies available under applicable law. The failure of either party to enforce any provision of this treaty will not constitute a waiver of that provision or any other provision.

## Confidentiality and Publicity

### Confidential Information

Both Docupal Demo, LLC and ACME-1 agree to protect each other's confidential information. This includes client data and proprietary information. Neither party will disclose such information to any third party without prior written consent. This obligation survives the termination of this Treaty.

### Publicity

Neither party shall issue any press release or make any public announcement regarding this Treaty or its subject matter without the other party's prior written approval. This includes, but is not limited to, the use of the other party's name or logo in marketing materials.



# Signatures and Authentication

This Treaty becomes effective upon written agreement by both parties. It requires signatures from authorized representatives of both DocuPal Demo, LLC and Acme, Inc.

## Execution

In witness whereof, the parties have executed this Treaty as of the last written date below.

### DocuPal Demo, LLC

Signature

Name

Title

Date: 2025-08-09

### Acme, Inc

Signature

Name

Title

Date: 2025-08-09





# Withdrawal and Termination

## Withdrawal

Either party may withdraw from this Treaty in the event of a material breach by the other party. A material breach includes, but is not limited to, failure to perform obligations as outlined in this Treaty. The withdrawing party must provide written notice specifying the nature of the breach. The withdrawal will become effective 30 days after receipt of the notice, unless the breaching party rectifies the breach within that period.

## Termination

This Treaty may be terminated by either party with 90 days written notice to the other party. The notice must state the intention to terminate and the effective date of termination. Upon termination, ACME-1 will pay Docupal Demo, LLC for all services provided up to the termination date. Docupal Demo, LLC will deliver all ACME-1 data in its possession within 30 days of the termination date. All provisions regarding confidentiality and intellectual property will survive termination.

# Historical Context and Related Agreements

This Treaty formalizes an agreement between Docupal Demo, LLC, and Acme, Inc.

## Background of the Agreement

Docupal Demo, LLC, a company based in the United States at 23 Main St, Anytown, CA 90210, specializes in document automation services. Acme, Inc., located at 3751 Illinois Avenue, Wilsonville, Oregon, 97070, USA, seeks to leverage these services to enhance its operational efficiency.



## Influencing Factors

Several factors have influenced the creation of this Treaty. Both parties recognize the mutual benefit of a clear, binding agreement that outlines the scope of services, responsibilities, and expectations. This Treaty builds upon initial discussions and proposals exchanged between Docupal Demo, LLC, and Acme, Inc., clarifying the terms of their collaboration. Both parties enter into this agreement with a clear understanding of their respective roles and obligations. The Treaty is designed to foster a strong, productive, and transparent business relationship.

## Related Agreements

This Treaty supersedes any prior informal understandings or agreements. However, it complements existing legal and regulatory frameworks governing business transactions in both the United States, where both parties are based. This Treaty operates within the bounds of applicable laws and regulations. There are no directly related agreements that this Treaty modifies or depends upon for its execution.

# Implementation and Reporting

## Implementation

DocuPal Demo, LLC, based in Anytown, CA, and ACME-1, located in Wilsonville, Oregon, will each establish internal procedures to ensure adherence to the terms outlined in this Treaty. These procedures will include designating specific personnel responsible for overseeing implementation, maintaining records of activities undertaken to fulfill obligations, and conducting periodic reviews to assess compliance.

Both parties will communicate regularly to address any questions or concerns that may arise during the implementation phase. Such communication will primarily be via email, with contact persons designated by each party.



# Reporting

## Progress Reports

ACME-1 and DocuPal Demo, LLC will provide each other with written progress reports every six months, starting six months after the effective date of this Treaty. These reports will detail the steps taken to implement the Treaty's provisions, any challenges encountered, and proposed solutions. The reports will include quantitative data where applicable, such as the number of documents automated, the time saved through automation, and any cost savings realized.

## Compliance Audits

Each party reserves the right to conduct an audit of the other party's compliance with this Treaty. Such audits will be conducted no more than once per year, unless there is reasonable cause to believe that a material breach has occurred. The party requesting the audit will provide the other party with at least thirty (30) days' written notice. The audit will be conducted by an independent third party mutually agreed upon by both ACME-1 and DocuPal Demo, LLC.

## Reporting Timeline

The following line chart illustrates the hypothetical compliance reporting timeline over the next five years.

## Dispute Resolution

Any disputes arising from the interpretation or implementation of this Treaty will be resolved through the dispute resolution mechanism outlined in a separate section. Reporting will continue as scheduled during any dispute resolution process.

