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Introduction

This accord formalizes the collaborative arrangement between DocuPal Demo, LLC, located at 23 Main St, Anytown, CA 90210, USA, and Acme Inc (ACME-1), with its principal address at 3751 Illinois Avenue, Wilsonville, Oregon, 97070, USA. DocuPal Demo, LLC is a United States company. ACME-1 is a business entity based in the United States.

Purpose

The primary purpose of this accord is to establish a clear framework. This framework will govern the cooperative effort between DocuPal Demo, LLC and ACME-1. The collaboration focuses on the development and marketing of a new software product.

Effective Date

This accord takes effect on January 1, 2024.

Definitions and Interpretations

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

- **Accord:** Refers to this agreement, including all schedules and exhibits attached hereto.
- **Effective Date:** Means the date this Accord becomes effective, as stated in the preamble.
- **DocuPal Demo, LLC:** Refers to DocuPal Demo, LLC, a company based in the United States, located at 23 Main St, Anytown, CA 90210.
- **ACME-1:** Refers to Acme, Inc, a business based in the United States, located at 3751 Illinois Avenue, Wilsonville, Oregon – 97070.
- **Software Product:** Means the specific software developed jointly by DocuPal Demo, LLC and ACME-1 under the terms of this Accord.
- **Marketing Territory:** Means the defined geographic area within which the marketing activities for the Software Product will be conducted.



- **Confidential Information:** Includes any proprietary information, data, or knowledge disclosed by either party to the other during the term of this Accord.
- **Governing Law:** Refers to the laws that will govern and be used to interpret this Accord.
- **Term:** Refers to the duration of this Accord, as specified herein.
- **USD:** Refers to the United States Dollar, the base currency for financial transactions under this Accord.

Any term not specifically defined herein shall be interpreted in accordance with its generally accepted meaning within the software development and marketing industries. Headings used in this Accord are for convenience only and do not affect interpretation.

Scope and Objectives

This accord outlines the collaborative arrangement between DocuPal Demo, LLC and ACME-1 for the development, launch, and marketing of a new software product. The scope encompasses all activities related to bringing the product to market and ensuring its successful adoption by users.

Development and Marketing

DocuPal Demo, LLC and ACME-1 will jointly oversee the development of key software features. Responsibilities also include designing and executing marketing campaigns to generate product awareness and drive sales. Customer support will be provided to ensure user satisfaction and gather feedback for continuous improvement.

Goals

The primary goal of this accord is to successfully launch and market the new software product. Both parties will work towards achieving a mutually agreed market share within the first year of launch. The collaboration aims to leverage the strengths of both DocuPal Demo, LLC and ACME-1 to maximize the product's market penetration and overall success.



Terms and Conditions

This section outlines the terms and conditions governing the accord between DocuPal Demo, LLC and ACME-1. By entering into this accord, both parties agree to adhere to the stipulations detailed below.

Obligations of Parties

DocuPal Demo, LLC will be responsible for the software development and providing ongoing technical support for the software product. ACME-1 will handle all marketing and sales activities related to the software. Each party will perform its obligations with due diligence and in a manner that supports the successful execution of this accord.

Term and Renewal

The term of this accord will be three years, beginning on the effective date. Following the initial three-year period, this accord will automatically renew for an additional two-year term. Either party may prevent automatic renewal by providing written notice of termination to the other party at least six months prior to the expiration of the then-current term.

Termination

Either party can terminate this accord if the other party breaches any material term or condition, and fails to cure such breach within thirty (30) days after receiving written notice of the breach. DocuPal Demo, LLC may terminate this accord if ACME-1 fails to meet agreed-upon sales targets, as defined in the Goals section of this accord. ACME-1 may terminate this accord if DocuPal Demo, LLC fails to provide adequate technical support, impacting ACME-1's ability to market and sell the software.

Governing Law

This accord shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws principles. Any legal action or proceeding arising under this accord shall be brought exclusively in the federal or state courts located in California, and the parties hereby consent to the personal jurisdiction and venue therein.



Confidentiality

Both parties agree to hold confidential all non-public information disclosed by the other party in connection with this accord. This includes, but is not limited to, technical specifications, marketing strategies, sales data, and customer information. This confidentiality obligation will survive the termination of this accord for a period of three years. Neither party will disclose confidential information to any third party without the prior written consent of the disclosing party, unless required by law.

Financial Arrangements

DocuPal Demo, LLC, based in the United States, and ACME-1, also based in the United States, agree to the following financial arrangements concerning the collaborative development and marketing of the new software product. This section outlines the allocation of costs associated with this project.

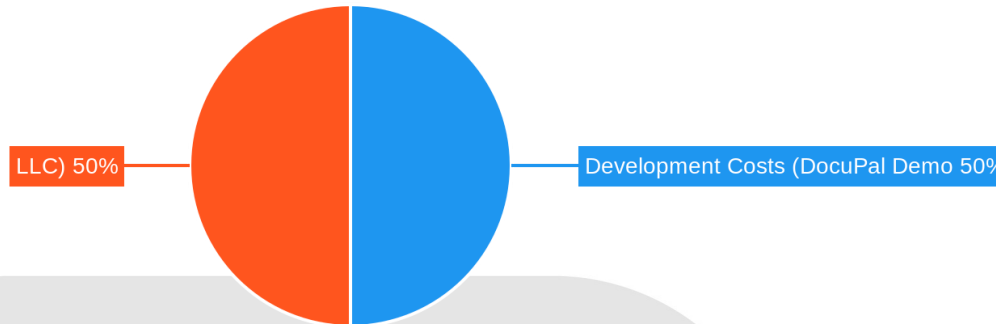
Cost Allocation

Development costs for the software will be the sole responsibility of DocuPal Demo, LLC. ACME-1 will bear all costs related to the marketing of the software product.

Budget Responsibilities

DocuPal Demo, LLC will manage its own budget for the development activities. ACME-1 will similarly manage its own marketing budget. Each party is responsible for ensuring sufficient funds are available for their respective obligations as detailed in this accord.





Dispute Resolution

DocuPal Demo, LLC and ACME-1 are committed to resolving any disputes fairly and efficiently. This section outlines the process to be followed if disagreements arise related to this accord.

Initial Consultation

Both parties will first attempt to resolve any dispute informally. This involves good-faith discussions between designated representatives from each company. The goal is to reach a mutually agreeable solution.

Mediation

If informal discussions are not successful within thirty (30) days, the parties agree to pursue mediation. A mutually agreed-upon mediator will be selected. The mediation will take place in Delaware, unless otherwise agreed. Both parties will share the costs of the mediator equally.



Arbitration

If mediation does not resolve the dispute within sixty (60) days of the initial mediation session, the dispute will be settled by binding arbitration. The arbitration will be conducted in accordance with 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 on both parties. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The location of the arbitration will be Delaware, unless both parties agree to an alternative location. Each party will bear its own costs and attorney's fees associated with the arbitration. The parties will equally share the fees and expenses of the arbitrator.

Confidentiality

Docupal Demo, LLC and ACME-1 agree to protect each other's confidential information. This includes, but is not limited to, technical specifications for the software, marketing strategies, and customer data. Both parties will use reasonable care to prevent unauthorized disclosure of this information.

Scope of Confidentiality

All information shared between Docupal Demo, LLC and ACME-1 related to the project will be treated as confidential. This applies during the term of this accord and after its termination.

Breach of Confidentiality

Any breach of confidentiality may result in financial penalties. It could also lead to the termination of this accord. Both parties are responsible for ensuring their employees and representatives comply with these confidentiality obligations.

Amendments and Termination

This accord may be amended at any time. All amendments must be in writing. Each amendment must be signed by authorized representatives of both Docupal Demo, LLC and ACME-1.



Termination

This accord may be terminated under the following conditions:

- **Material Breach:** Either party may terminate this accord if the other party commits a material breach of its obligations.
- **Insolvency:** Either party may terminate this accord if the other party becomes insolvent or enters into bankruptcy proceedings.

Notice of Termination

The party seeking to terminate this accord must provide written notice to the other party. The notice must specify the reason for termination. The termination will be effective [Number] days after receipt of the notice, unless otherwise agreed by both parties.

Signatures and Execution

This Accord becomes effective as of the date of the last signature below.

Signatures

DocuPal Demo, LLC

By: _____

Name: John Smith

Title: CEO

Date: _____

Acme, Inc

By: _____

Name: Jane Doe

Title: CEO

Date: December 15, 2023

