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# Introduction and Parties

This Tolling Agreement (the "Agreement") is made as of June 6, 2024. The purpose of this Agreement is to toll, or suspend, the statute of limitations applicable to potential claims between the parties. These potential claims relate to Purchase Order #2023-Parts-Order. The tolling period established by this Agreement will last for one year, and may be extended by mutual written agreement.

## Parties

### DocuPal Demo, LLC

DocuPal Demo, LLC, a company organized in the United States, with an address at 23 Main St, Anytown, CA 90210 ("DocuPal"), is a party to this Agreement.

### Acme, Inc

Acme, Inc, a business organized in the United States, with an address at 3751 Illinois Avenue, Wilsonville, Oregon - 97070 ("ACME-1"), is also a party to this Agreement. ACME-1 and DocuPal may be referred to individually as "Party" or collectively as "Parties."

## Scope of Work and Services

DocuPal Demo, LLC, agrees to toll, or temporarily suspend, the statute of limitations applicable to any and all claims ACME-1 may have against DocuPal Demo, LLC. These potential claims relate directly to components delivered under Purchase Order #2023-Parts-Order.

ACME-1, in turn, agrees to provide DocuPal Demo, LLC with information reasonably requested by DocuPal Demo, LLC, to assess any such potential claims. This exchange of information will help in understanding the nature and scope of any issues related to Purchase Order #2023-Parts-Order.



## Tolling Period

The tolling period begins on the Effective Date of this Agreement and continues for one (1) year. This period may be extended by written agreement of both parties. The primary aim of this agreement is to provide both parties with a defined period to evaluate and potentially resolve any issues linked to the specified purchase order without the immediate pressure of a looming statute of limitations deadline.

## Term and Termination

### Term

This Tolling Agreement will begin on August 9, 2025 and will continue for a period of one year, unless terminated earlier as described in this section.

### Termination

This Agreement may be terminated prior to the end of its term under the following conditions:

- **Mutual Agreement:** Both Docupal Demo, LLC and ACME-1 may terminate this Agreement at any time by mutual written agreement.
- **Notice:** Either party may terminate this Agreement by providing thirty (30) days written notice to the other party.

## Payment and Pricing

This Tolling Agreement does not involve any exchange of funds or fees between Docupal Demo, LLC and ACME-1. It is solely intended to pause the statute of limitations for potential claims related to Purchase Order #2023-Parts-Order.

### No Payment Obligations

There are no payment obligations for either party under this Agreement. No invoices will be issued, and no payments are required to maintain the validity of this Agreement.



## No Pricing Structure

This Agreement does not establish a pricing structure as it is not a service agreement. The purpose is to temporarily suspend the statute of limitations, not to procure goods or services.

## No Penalties or Incentives

There are no penalties or incentives associated with this Tolling Agreement. Neither party will be subject to financial penalties for any reason related to this Agreement, nor will either party receive financial incentives.

## Limitation of Damages

While no payments are required under this Agreement, the parties agree that in the event of any claim arising from or related to this Agreement, the maximum aggregate liability of either party to the other shall not exceed \$10,000.

# Intellectual Property Rights

## Ownership

DocuPal Demo, LLC (hereinafter "DocuPal") and ACME-1 acknowledge that this Tolling Agreement does not transfer any ownership of existing intellectual property. Each party retains all rights, title, and interest in and to its own intellectual property, including but not limited to patents, trademarks, copyrights, trade secrets, and know-how.

## IP Created During Tolling Period

Any intellectual property created or conceived during the term of this Tolling Agreement, whether jointly or independently by either party, relating to the subject matter of Purchase Order #2023-Parts-Order, will be owned by the party who creates or conceives it. If such intellectual property is created or conceived jointly, DocuPal and ACME-1 will discuss and agree in good faith on the terms of ownership and use, including but not limited to, joint ownership, assignment, or exclusive licensing. If DocuPal and ACME-1 cannot reach an agreement, each party shall have the right to use such jointly created intellectual property for internal purposes only.



## Licensing

No license, express or implied, is granted by either party to the other under this Tolling Agreement with respect to any intellectual property. If either party requires a license to the other party's intellectual property to evaluate potential claims related to Purchase Order #2023-Parts-Order, the parties agree to negotiate the terms of such license separately. Any license granted must be in writing and signed by authorized representatives of both DocuPal and ACME-1.

## Confidentiality and Non-Disclosure

DocuPal Demo, LLC and ACME-1 acknowledge that during the term of this Tolling Agreement, each party may have access to confidential information belonging to the other party. This information pertains to potential claims and the transaction underlying Purchase Order #2023-Parts-Order.

### Definition of Confidential Information

Confidential Information includes, but is not limited to, all data, documents, discussions, and materials relating to the potential claims arising from the transaction, as well as any non-public information concerning either party's business, finances, or operations.

### Obligations

Both DocuPal Demo, LLC and ACME-1 agree to protect the confidentiality of the other party's Confidential Information. Each party must:

- Use the Confidential Information solely for the purpose of evaluating and resolving the potential claims related to Purchase Order #2023-Parts-Order.
- Restrict access to the Confidential Information to only those employees, agents, or representatives who have a need to know such information for the stated purpose and who are bound by confidentiality obligations at least as protective as those contained herein.
- Not disclose the Confidential Information to any third party without the prior written consent of the disclosing party.
- Protect the Confidential Information from unauthorized access, use, or disclosure using the same degree of care that it uses to protect its own confidential information of a similar nature, but in no event less than





reasonable care.

## Exceptions

The obligations of confidentiality do not apply to information that:

- Is or becomes publicly available through no fault of the receiving party.
- Was already known to the receiving party prior to its disclosure by the disclosing party, as evidenced by written records.

## Term

The obligations of confidentiality under this section will continue for a period of three (3) years following the termination of this Tolling Agreement.

# Quality Standards and Inspection

DocuPal Demo, LLC will ensure that all goods provided under Purchase Order #2023-Parts-Order meet industry standard quality requirements. ACME-1 retains the right to inspect these goods upon delivery at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA.

## Inspection Process

ACME-1 will perform inspections within five (5) business days of receiving the goods. This inspection will verify that the goods conform to the specifications outlined in Purchase Order #2023-Parts-Order. ACME-1 will notify DocuPal Demo, LLC in writing of any non-conformance issues identified during the inspection.

## Non-Conformance

If ACME-1 determines that the goods do not conform to the agreed-upon specifications, ACME-1 must provide DocuPal Demo, LLC with detailed written notice of the non-conformance. This notice must include specific information about the defects or issues found. DocuPal Demo, LLC will then have ten (10) business days to assess the non-conformance claim. DocuPal Demo, LLC may request additional information or documentation from ACME-1 to aid in this assessment.



Following the assessment, DocuPal Demo, LLC and ACME-1 will work cooperatively to resolve the non-conformance. Resolution options may include, but are not limited to, replacement of the non-conforming goods, a price adjustment, or other mutually agreeable solutions. If the parties cannot reach a resolution within thirty (30) days of the initial non-conformance notice, either party may pursue other remedies as outlined in this Tolling Agreement and applicable law.

## Delivery and Risk of Loss

### Delivery Terms

Docupal Demo, LLC, located at 23 Main St, Anytown, CA 90210, will deliver all notices and communications related to this Tolling Agreement to ACME-1 at its designated address: 3751 Illinois Avenue, Wilsonville, Oregon, 97070, USA.

### Risk of Loss

The risk of loss for any physical documents or items associated with this agreement remains with the sender until such items are successfully received by the intended recipient. For electronic communications, the risk of loss transfers upon successful transmission.

### Logistics Responsibilities

Each party is responsible for its own costs associated with the delivery of notices and communications. This includes, but is not limited to, postage, courier fees, and electronic transmission costs. Docupal Demo, LLC and ACME-1 will each maintain records of all communications related to this agreement.

## Warranties and Representations

### Docupal Demo, LLC Warranties

Docupal Demo, LLC warrants that it is a limited liability company duly organized and in good standing under the laws of the United States. Docupal Demo, LLC also warrants it has the full right, power, and authority to enter into this Tolling





Agreement. Further, Docupal Demo, LLC warrants that the person signing this agreement on its behalf is duly authorized and has the authority to bind Docupal Demo, LLC.

## **Acme, Inc. Warranties**

Acme, Inc. warrants that it is a business duly organized and in good standing under the laws of the United States. Acme, Inc. also warrants it has the full right, power, and authority to enter into this Tolling Agreement. Further, Acme, Inc. warrants that the person signing this agreement on its behalf is duly authorized and has the authority to bind Acme, Inc.

## **Mutual Representation**

Both parties acknowledge that this Tolling Agreement is entered into freely and voluntarily. Each party represents that it has had the opportunity to seek independent legal advice.

# **Indemnification and Liability**

## **Indemnification**

Each party agrees to indemnify, defend, and hold harmless the other party, its affiliates, and their respective officers, directors, employees, and agents from and against any and all claims, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to its breach of this Agreement, its negligence, or its willful misconduct. This indemnification obligation survives the termination of this Agreement.

## **Limitation of Liability**

Notwithstanding anything to the contrary in this Agreement, neither party shall be liable to the other for any indirect, incidental, consequential, special, or punitive damages arising out of or relating to this Agreement, whether based on contract, tort, or any other legal theory. The total cumulative liability of either party to the other arising out of or relating to this Agreement shall not exceed \$10,000. Each party is responsible for its own costs and expenses incurred in connection with the negotiation, execution, and performance of this Agreement.



## No Third-Party Beneficiaries

This Agreement is solely for the benefit of Docupal Demo, LLC and ACME-1 and is not intended to confer any rights or remedies upon any third party.

# Dispute Resolution and Governing Law

## Dispute Resolution

Any dispute arising out of or relating to this Tolling Agreement will be resolved through binding arbitration. The arbitration will be conducted in accordance with the rules of the American Arbitration Association. The decision of the arbitrator will be final and binding on both Docupal Demo, LLC and ACME-1. Each party will bear its own costs and expenses related to the arbitration. The parties will equally share the fees and expenses of the arbitrator.

## Governing Law

This Tolling 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. The parties agree that any legal action or proceeding arising under this Agreement shall be subject to the exclusive jurisdiction of the courts located in the State of Delaware.

## Force Majeure

Neither Docupal Demo, LLC nor ACME-1 will be liable for any failure or delay in performing their obligations under this Agreement when such failure or delay is due to a Force Majeure Event.

## Definition

A Force Majeure Event means any event beyond a party's reasonable control. This includes, but is not limited to, acts of God, war, terrorism, civil unrest, labor disputes, epidemics, pandemics, governmental regulations, fire, flood, earthquake, or other natural disasters, failure of public utilities or common carriers, or disruption of transportation.



## Notice and Suspension

If a Force Majeure Event occurs, the affected party must notify the other party within ten (10) days of the event's occurrence. The notification must describe the event and its expected duration. The affected party's obligations under this Agreement will be suspended for the duration of the Force Majeure Event. The parties will use reasonable efforts to mitigate the effects of the Force Majeure Event. If the Force Majeure Event prevents performance for a period exceeding thirty (30) days, the non-affected party may terminate this Agreement upon written notice.

## Notices and Communication

All notices and other communications regarding this Tolling Agreement must be in writing. Notices can be delivered either by email or certified mail.

### Notice Addresses

For DocuPal Demo, LLC:

123 Main Street Anytown, USA Attention: Legal Department

For ACME-1:

456 Oak Avenue Anytown, USA Attention: Legal Department

A notice is effective only upon receipt by the receiving party. Either party may change their contact information by providing written notice to the other party as specified above.

## Miscellaneous Provisions

### Assignment

Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party.



## Amendments

This Agreement may be amended or modified only by a written instrument signed by both Docupal Demo, LLC and ACME-1.

## Entire Agreement

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

## Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall nevertheless remain in full force and effect. The parties agree to negotiate in good faith to replace any invalid or unenforceable provision with a valid and enforceable provision that achieves the same economic effect.

## Force Majeure

Neither party shall be liable for any failure to perform its obligations under this Agreement if such failure is caused by any cause beyond its reasonable control, including, without limitation, acts of God, war, terrorism, civil disturbance, or labor disputes.

## Notices

All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered in person, by email, or three (3) business days after being mailed by certified or registered mail, return receipt requested, postage prepaid, to the addresses set forth below:

If to Docupal Demo, LLC:

23 Main St Anytown, CA 90210 United States

If to ACME-1:

3751 Illinois Avenue Wilsonville, Oregon 97070 United States



or to such other address as either party may designate in writing from time to time.

## 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.

## Counterparts

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

## Signatures and Execution

This Tolling Agreement will take effect on the date of the last signature.

Both parties agree that electronic signatures will have the same force and effect as original signatures.

### DocuPal Demo, LLC

Signatory	Title	Signature	Date
John Smith	CEO		

DocuPal Demo, LLC, by its authorized representative, has executed this Tolling Agreement as of the date written below.

Signature

Printed Name: John Smith Title: CEO Date: 2025-08-09

### Acme, Inc

Signatory	Title	Signature	Date
Jane Doe	General Counsel		

Acme, Inc, by its authorized representative, has executed this Tolling Agreement as of the date written below.

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Signature

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Printed Name: Jane Doe Title: General Counsel Date: 2025-08-09

