

Table of Contents

Introduction	3
Purpose	3
Scope of Services	3
Deliverables	3
Project Timeline	4
Payment Terms	4
Payment Schedule	4
Late Payment	4
Intellectual Property Rights	4
Ownership of Mixed Tracks	4
License Grant	5
Mixing Engineer's Retained Rights	5
Confidentiality	5
Protection of Confidential Information	5
Duration of Confidentiality	5
Revisions and Approval	5
Revision Requests	5
Included Revisions	6
Revision Timeline	6
Final Approval	6
Warranties and Representations	6
Artist's Warranties	6
Engineer's Warranties	6
Indemnification	7
General Indemnification	7
Docupal Demo, LLC Indemnification	7
ACME-1 Indemnification	7
Indemnification Limitations	7
Indemnification Procedure	8
Dispute Resolution	8
Mediation	8
Arbitration	8
Governing Law	8



Termination	8
Termination for Breach	9
Termination for Non-Payment	9
Obligations Upon Termination	9
Miscellaneous Provisions	9
Governing Law	9
Amendment	9
Assignment	9
Notices	10
Entire Agreement	10
Severability	10
Force Majeure	10
Signatures	10
Agreement	10



Introduction

This Mixing 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 the United States, with its principal place of business at 23 Main St, Anytown, CA 90210 ("Producer"), and Acme, Inc, a business organized under the laws of the United States, with its principal place of business at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA ("Client").

Purpose

This Agreement sets forth the terms and conditions under which Producer will provide audio mixing services to Client. These services include mixing, editing, and mastering of audio tracks as described herein. This Agreement defines the scope of work, deliverables, timelines, payment terms, ownership rights, and other essential provisions governing the relationship between Producer and Client with respect to the mixing of audio materials.

Scope of Services

Docupal Demo, LLC will provide professional audio mixing services for Acme, Inc, utilizing raw audio tracks supplied by the client. These tracks include vocals, instruments, and sound effects. Our mixing services will enhance the audio quality, clarity, and overall sonic appeal of the provided materials.

Deliverables

We will deliver professionally mixed and mastered audio tracks in two formats: WAV and MP3. These formats ensure compatibility across various platforms and devices. The mixed tracks will be free of distortion, unwanted noise, and other technical imperfections, ready for distribution or further use as determined by Acme, Inc.

Project Timeline

The project will adhere to the following schedule:



- **Initial Mix Completion:** July 26, 2024. This marks the date when the first version of the mixed tracks will be ready for review.
- **Revisions:** August 2, 2024. This date is set for incorporating any feedback and revisions requested by Acme, Inc.
- **Final Delivery:** August 9, 2024. This is the deadline for delivering the final, approved mixed and mastered audio tracks.

Payment Terms

ACME-1 will pay Docupal Demo, LLC a total of \$5,000 USD for the mixing services. Payments will be made in two installments.

Payment Schedule

- **Deposit:** A deposit of \$2,500 USD is due on June 28, 2024.
- **Final Payment:** The remaining balance of \$2,500 USD is due upon final approval of the mixed tracks, with a due date of August 16, 2024.

Late Payment

Late payments will incur a penalty of 5% per month on the outstanding balance. This penalty will be applied for each month the payment is overdue.

Intellectual Property Rights

Ownership of Mixed Tracks

Acme, Inc. will fully own all rights, title, and interest in the mixed audio tracks. This includes all copyrights and other intellectual property rights. Upon final payment, Docupal Demo, LLC assigns all rights to the mixed audio tracks to ACME-1.

License Grant

Docupal Demo, LLC grants to ACME-1 a non-exclusive license to use the mixed audio tracks. ACME-1 can use the tracks for any purpose it deems appropriate. This includes, but is not limited to, distribution, modification, and commercial use.



Mixing Engineer's Retained Rights

Docupal Demo, LLC retains the right to display the mixed audio tracks in its portfolio. This is solely for promotional purposes. Docupal Demo, LLC will not use the audio tracks for any commercial purpose. This right allows the mixing engineer to showcase their work. It does not affect ACME-1's ownership or usage rights.

Confidentiality

Both DocuPal Demo, LLC and ACME-1 agree to keep all project details confidential. This includes any unreleased audio tracks and the agreed-upon payment terms.

Protection of Confidential Information

Each party will ensure the secure storage of digital files containing confidential information. Access to such information will be restricted to essential personnel only.

Duration of Confidentiality

The obligations of confidentiality outlined in this agreement will continue for a period of three (3) years after the termination of this Mixing Agreement.

Revisions and Approval

Revision Requests

ACME-1 can request revisions to the mixed tracks if they do not meet the agreed-upon specifications. Revision requests must be detailed and clearly explain the areas needing adjustment. These requests should be sent to Docupal Demo, LLC in writing via email.

Included Revisions

This agreement includes two rounds of revisions at no additional cost. Each revision round allows ACME-1 to provide feedback, and Docupal Demo, LLC will address the feedback and deliver a revised mix.



Revision Timeline

For each revision round, ACME-1 has seven (7) days to provide feedback to Docupal Demo, LLC after receiving the revised mix. Docupal Demo, LLC will then address the feedback within a reasonable timeframe.

Final Approval

Once ACME-1 is satisfied with the mixed tracks, final approval must be communicated to Docupal Demo, LLC in writing, via email. This written approval will signify ACME-1's acceptance of the mixed tracks as final and complete.

Warranties and Representations

Artist's Warranties

ACME-1 warrants that it either owns or possesses sufficient rights to use all audio materials provided to DocuPal Demo, LLC under this Agreement. ACME-1 guarantees that the use of these materials by DocuPal Demo, LLC for the purpose of mixing will not infringe upon the intellectual property rights or any other rights of any third party. ACME-1 will indemnify and hold DocuPal Demo, LLC harmless from any claims, damages, or expenses arising from a breach of this warranty.

Engineer's Warranties

DocuPal Demo, LLC warrants that the mixed audio tracks delivered to ACME-1 will meet industry standards for audio quality. This includes ensuring proper levels, clarity, and overall sonic balance appropriate for the intended use of the audio. However, DocuPal Demo, LLC is not responsible for issues arising from the quality of the original audio recordings provided by ACME-1. The final quality of the mixed tracks is dependent on the quality of the source material.



Indemnification

General Indemnification

Each party (the "Indemnifying Party") shall indemnify, defend, and hold harmless the other party (the "Indemnified 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 any breach of this Agreement by the Indemnifying Party, or the negligence or willful misconduct of the Indemnifying Party.

Docupal Demo, LLC Indemnification

Docupal Demo, LLC will indemnify, defend, and hold harmless ACME-1 from and against any and all claims, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to the quality of the mixing services provided under this Agreement.

ACME-1 Indemnification

ACME-1 will indemnify, defend, and hold harmless Docupal Demo, LLC from and against any and all claims, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any copyright infringement or violation of any third party's rights in connection with the audio materials provided by ACME-1 to Docupal Demo, LLC for mixing.

Indemnification Limitations

The total liability under this indemnification section shall not exceed the total amount paid by ACME-1 to Docupal Demo, LLC under this Agreement.

Indemnification Procedure

In the event of any claim for which a party seeks indemnification under this Agreement, the Indemnified Party shall:

1. Provide written notice to the Indemnifying Party of any such claim within a reasonable time after the Indemnified Party becomes aware of the claim.
2. The parties will meet to discuss and attempt to resolve the issue.



Dispute Resolution

The parties will try to resolve any dispute related to this agreement through good-faith negotiations.

Mediation

If negotiation fails, the parties agree to attempt to settle the dispute by mediation. The mediation will occur in California, unless both parties agree to a different location. Both parties will share the costs of mediation equally.

Arbitration

If mediation is unsuccessful, any unresolved dispute arising out of or relating to this agreement shall be settled by binding arbitration administered in California. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association. The arbitrator's decision will be final, and judgment may be entered upon it in any court having jurisdiction.

Governing Law

The laws of California govern this agreement, without regard to its conflict of laws principles.

Termination

This Agreement may be terminated by either party under the following conditions.

Termination for Breach

Either party may terminate this Agreement if the other party materially breaches any of its obligations. The party seeking termination must provide 30 days written notice. This notice must detail the nature of the breach. Termination will be effective if the breach is not cured within the 30-day period.



Termination for Non-Payment

DocuPal Demo, LLC may terminate this Agreement if ACME-1 fails to pay any amount due under this Agreement. DocuPal Demo, LLC will provide ACME-1 with 30 days written notice of non-payment.

Obligations Upon Termination

Upon termination of this Agreement, ACME-1 must return all confidential information of DocuPal Demo, LLC. ACME-1 must also pay DocuPal Demo, LLC for all mixing services performed up to the termination date.

Miscellaneous Provisions

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.

Amendment

This Agreement may be amended or modified only by a written instrument signed by both parties.

Assignment

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

Notices

All notices and other communications required or permitted under this Agreement shall be in writing and shall be delivered by email and certified mail, return receipt requested, to the addresses set forth in the introductory paragraph of this Agreement or to such other address as either party may designate to the other in writing.



Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect 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 of this Agreement shall remain in full force and effect. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision that comes closest to expressing the intention of the original provision.

Force Majeure

Neither party shall be liable for any failure to perform its obligations under this Agreement if such failure is caused by any act of God, war, strike, labor dispute, fire, flood, earthquake, or other cause beyond such party's reasonable control.

Signatures

This Mixing Agreement is effective as of June 21, 2024.

Agreement

By signing below, DocuPal Demo, LLC and Acme, Inc. agree to all the terms and conditions outlined in this Mixing Agreement.

DocuPal Demo, LLC

Signature:	
Name:	John Smith
Title:	
Date:	



Address: 23 Main St, Anytown, CA 90210, United States

Acme, Inc.

Signature:	
Name:	Jane Doe
Title:	
Date:	

Address: 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above. Please ensure that both parties provide their signatures and dates to finalize this agreement. This confirms their acceptance of the outlined terms.

