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Introduction and Parties Involved

Introduction

This Labeling Agreement (the "Agreement") is made and entered into as of January 1, 2024, by and between DocuPal Demo, LLC, a company organized under the laws of the United States, and Acme, Inc ("ACME-1"), a business entity organized under the laws of the United States.

The purpose of this Agreement is to set forth the terms and conditions under which DocuPal Demo, LLC will provide labeling services to ACME-1, including the use of ACME-1's trademarks on product labels. This Agreement defines the scope of the license granted to DocuPal Demo, LLC, the limitations on such use, and the obligations of both parties.

Parties Involved

DocuPal Demo, LLC

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 Demo, LLC will provide the labeling services.

Acme, Inc

Acme, Inc (short name "ACME-1"), a business entity organized and existing under the laws of the United States, with its principal place of business at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA. Acme, Inc owns the trademarks that are subject to this Agreement.

Grant of Rights

DocuPal Demo, LLC hereby grants to ACME-1 a non-exclusive right and license to use ACME-1's trademarks and logos. This right is specifically for the purpose of applying ACME-1's trademarks and logos to product labeling.



Scope of Use

The use of ACME-1's trademarks is strictly limited to product labeling. ACME-1 also approves related promotional materials that feature said labeling. Any other usage requires prior written consent from ACME-1.

Geographic Territory

This grant of rights extends solely to the United States. The labeling and associated promotional activities will be confined within this territory.

Exclusivity

This license is non-exclusive. ACME-1 retains the right to grant similar licenses to other parties.

Term and Termination

This agreement will begin on 2025-08-09 and continue for an initial term of one year.

Renewal

After the initial term, this agreement will automatically renew for additional one-year terms. Either party can stop the automatic renewal by giving written notice to the other party at least 30 days before the renewal date.

Termination

Termination by DocuPal Demo, LLC

DocuPal Demo, LLC can terminate this agreement if Acme, Inc. breaches any part of it. DocuPal Demo, LLC must provide written notice of termination to Acme, Inc. at least 30 days in advance.

Termination by Acme, Inc.



Acme, Inc. can terminate this agreement for any reason. Acme, Inc. must provide written notice of termination to DocuPal Demo, LLC at least 30 days in advance.

Termination for Breach or Insolvency

Either party may terminate this agreement if the other party breaches its obligations or becomes insolvent.

Royalty and Payment Terms

DocuPal Demo, LLC will pay ACME-1 a royalty fee for the use of ACME-1's trademarks on product labels. The royalty rate is set at five percent (5%) of the net sales revenue generated from products bearing ACME-1's trademarks. Net sales revenue is defined as gross sales revenue less any returns, allowances, and discounts.

Payment Schedule

Royalty payments will be made quarterly. Each payment is due within thirty (30) days following the end of each calendar quarter (March 31, June 30, September 30, and December 31). Each payment must be accompanied by a royalty report detailing the calculation of the royalty amount due.

Royalty Reports

DocuPal Demo, LLC will provide ACME-1 with a detailed royalty report each quarter. The report will include the quantity of products sold with ACME-1's trademarks, the gross sales revenue, deductions for returns, allowances, and discounts, and the resulting net sales revenue on which the royalty is based.

Audit Rights

ACME-1 has the right to audit DocuPal Demo, LLC's records related to the use of ACME-1's trademarks. ACME-1 will provide reasonable written notice, at least thirty (30) days in advance, before conducting any audit. The audit will be conducted during DocuPal Demo, LLC's normal business hours. ACME-1 will bear the expense



of the audit unless the audit reveals an underpayment of royalties exceeding five percent (5%) of the amount actually paid for the period audited. In that case, DocuPal Demo, LLC will bear the reasonable cost of the audit.

Distribution and Marketing

DocuPal Demo, LLC is authorized to distribute products bearing ACME-1's trademarks through retail and online sales channels. All marketing activities undertaken by DocuPal Demo, LLC will be coordinated with ACME-1's marketing department to ensure brand consistency and alignment with ACME-1's overall marketing strategy.

Marketing Material Approval

DocuPal Demo, LLC will submit all marketing materials and proposed budgets related to the products bearing ACME-1's trademarks to ACME-1 for prior written approval. This includes, but is not limited to, advertisements, promotional materials, and online content. No marketing material can be distributed without ACME-1's explicit consent. ACME-1 reserves the right to request modifications or reject any materials that do not meet its standards or align with its brand guidelines.

Promotional Activities

All promotional materials, including but not limited to flyers, brochures, and digital assets, require approval from ACME-1 before distribution. DocuPal Demo, LLC is responsible for ensuring all promotional activities comply with applicable laws and regulations.

Intellectual Property Ownership

Ownership of Trademarks and Copyrights

Acme, Inc. retains full ownership of all trademarks, logos, and copyrights associated with its products. DocuPal Demo, LLC is granted a limited license to use these trademarks and logos solely for the purpose of labeling Acme, Inc.'s products, and



strictly according to the terms outlined in this Agreement. This license is valid only during the term of this Agreement and is subject to the usage limitations specified herein.

Master Recordings

Acme, Inc. retains complete and exclusive ownership of all master recordings related to its products. This Agreement does not transfer any ownership or rights to DocuPal Demo, LLC regarding these master recordings. All rights not expressly granted to DocuPal Demo, LLC in this Agreement are reserved by Acme, Inc.

DocuPal Demo, LLC's Materials

Any materials created by DocuPal Demo, LLC in connection with the labeling services provided under this Agreement, which incorporate Acme, Inc.'s trademarks or logos, shall be the property of Acme, Inc.

Confidentiality

Both DocuPal Demo, LLC and ACME-1 agree to keep confidential all non-public information related to this agreement. This includes, but is not limited to, pricing, marketing strategies, and customer data. Each party will protect this information with the same care they use to protect their own confidential information.

Exceptions

The confidentiality obligations do not apply to information that is already publicly available. It also does not apply to information that must be disclosed by law or legal process.

Term

The confidentiality obligations outlined in this agreement will continue for five years after the termination of this agreement.



Warranties and Representations

Acme, Inc. Warranties

ACME-1 warrants that it possesses all necessary rights and title to the trademarks and logos licensed under this Agreement. ACME-1 confirms it has the authority to grant DocuPal Demo, LLC the right to use such trademarks and logos as outlined herein. ACME-1 represents that the use of its trademarks and logos, as contemplated by this Agreement, does not infringe upon the rights of any third party.

DocuPal Demo, LLC Warranties

DocuPal Demo, LLC warrants that it will comply with all applicable laws and regulations in its performance of this Agreement. DocuPal Demo, LLC represents that it has the full power and authority to enter into and perform its obligations under this Agreement. DocuPal Demo, LLC agrees to indemnify ACME-1 against any and all claims, losses, or damages arising from its misuse of ACME-1's trademarks and logos.

Dispute Resolution

Initial Escalation

Before initiating formal dispute resolution, both DocuPal Demo, LLC and ACME-1 agree to escalate any disagreement to their respective senior management. These individuals will have 30 days to resolve the issue.

Mediation

If senior management cannot resolve the dispute, the parties will attempt to settle it through mediation. A mutually agreed-upon mediator will conduct the mediation in Delaware.



Arbitration

If mediation fails, any unresolved dispute will be settled by 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 parties. The laws of Delaware will govern the arbitration proceedings.

Miscellaneous Provisions

Force Majeure

Neither party shall be liable for any failure to perform its obligations under this Agreement if such failure is caused by circumstances beyond its reasonable control. This includes, but is not limited to, acts of God, war, terrorism, civil unrest, labor disputes, and governmental regulations.

Notices

All notices and other communications under this Agreement must be in writing. Notices are considered given when sent by email or delivered by certified mail to the addresses listed in this Agreement.

Assignment

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

Entire Agreement

This Agreement constitutes the entire agreement between DocuPal Demo, LLC and ACME-1. It supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter of this Agreement.

