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# Introduction and Purpose

This Naming Rights Agreement (the "Agreement") is made and entered into as of August 9, 2025, by and between DocuPal Demo, LLC, a United States company with an address at 23 Main St, Anytown, CA 90210 ("DocuPal"), and Acme, Inc, a United States business, with an address at 3751 Illinois Avenue, Wilsonville, Oregon - 97070 ("ACME-1").

## Purpose of Agreement

The purpose of this Agreement is to set forth the terms and conditions under which DocuPal grants ACME-1 the right and license to use a certain name in connection with a specific property or event owned or controlled by DocuPal. This Agreement outlines the scope of the naming rights, the associated rights and restrictions, and the obligations of both parties. It defines the financial considerations, including payment terms, and addresses intellectual property ownership. This agreement also covers marketing activities, conditions for termination, and other legal provisions to ensure a clear understanding between DocuPal and ACME-1.

## Grant of Naming Rights

DocuPal Demo, LLC hereby grants to ACME-1, and ACME-1 accepts, the exclusive right and license to use its name, "Acme, Inc," and associated logos for the purpose of identifying the property or event described herein. This grant is subject to all terms and conditions outlined in this Agreement.

## Scope of Rights

The naming rights granted hereunder include the exclusive right for ACME-1 to identify the property or event as the "Acme, Inc. [Property/Event Name]". ACME-1 may use its name and logos on signage, promotional materials, and in any other manner reasonably related to the property or event, subject to the usage guidelines outlined in **Exhibit A**.



## Exclusivity

This grant of naming rights is exclusive to ACME-1 within the [Specify Industry] industry. DocuPal Demo, LLC agrees not to enter into any other naming rights agreements with entities operating within the [Specify Industry] industry that would conflict with the rights granted to ACME-1 herein.

## Restrictions

ACME-1 agrees that its use of the name "Acme, Inc." and associated logos will not be defamatory or otherwise harmful to the reputation of DocuPal Demo, LLC. DocuPal Demo, LLC reserves the right to review and approve any marketing or promotional materials that utilize the "Acme, Inc." name and logos prior to their public release. Such approval shall not be unreasonably withheld.

## Term and Renewal

The initial term of this Naming Rights Agreement will be five (5) years, commencing on the effective date.

## Renewal

ACME-1 will have the option to renew this Agreement for additional terms. To exercise this option, ACME-1 must provide written notice to DocuPal Demo, LLC at least six (6) months prior to the expiration of the then-current term. Any renewal will be subject to renegotiation of the terms and conditions of this Agreement, including, but not limited to, the annual fee.

## Expiration

Upon the expiration of the initial term or any renewal term, the naming rights granted to ACME-1 under this Agreement will automatically revert back to DocuPal Demo, LLC. ACME-1 will then cease all use of the name and associated trademarks.



# Financial Terms and Payment Schedule

The total payment for the naming rights granted to ACME-1 under this Agreement is \$500,000 USD. ACME-1 will remit payments to DocuPal Demo, LLC according to the following schedule:

## Payment Schedule

- **Initial Payment:** \$100,000 due upon the execution of this Agreement.
- **Annual Payments:** \$100,000 due annually on the anniversary of the Effective Date for the subsequent four years.

## Late Payment

A late payment fee of 5% of the outstanding amount will be applied to any payment not received within 15 days of the due date.

# Intellectual Property Rights

DocuPal Demo, LLC retains all ownership of the underlying intellectual property associated with the naming rights granted under this Agreement. Acme, Inc. retains full ownership of its respective name, trademarks, and logos.

## Usage Rights

DocuPal Demo, LLC is granted the right to use ACME-1's name, trademarks, and logos solely for the purpose of promoting the property or event subject to these naming rights. Any other use requires prior written consent from ACME-1.

ACME-1 is granted the right to use images and representations of the property or event incorporating the ACME-1 name in its marketing and promotional materials. This usage must comply with the guidelines outlined in Exhibit A.

## Branding Guidelines

All use of trademarks, logos, and branding materials by either party will adhere to the specifications and guidelines detailed in Exhibit A. This exhibit covers aspects such as logo placement, color schemes, and approved messaging. Both parties



acknowledge the importance of maintaining brand consistency and quality.

## Marketing and Promotional Rights

ACME-1 is granted the right to engage in marketing and promotional activities to publicize its association with the naming rights granted under this Agreement. These activities are subject to the terms and conditions outlined herein.

### Approval of Promotional Materials

All marketing and promotional materials created by ACME-1 that reference DocuPal Demo, LLC or the naming rights granted herein, require prior written approval from DocuPal Demo, LLC's marketing department. This includes, but is not limited to, advertisements, press releases, website content, and social media posts. DocuPal Demo, LLC will provide feedback or approval within a reasonable timeframe.

### Co-Branding Requirements

ACME-1's marketing and promotional activities must adhere to the co-branding guidelines outlined in Exhibit B. This ensures consistent brand representation and avoids any potential conflicts or misinterpretations. ACME-1 is responsible for ensuring all its marketing vendors and partners are aware of and comply with these co-branding requirements.

## Termination Conditions

This Agreement may be terminated under the following conditions.

### Grounds for Termination

This Agreement may be terminated by either party upon the occurrence of any of the following events:

- **Material Breach:** If either party materially breaches any of its obligations under this Agreement, and such breach continues uncured for a period of ninety (90) days after written notice thereof from the non-breaching party.



- **Insolvency:** If either party becomes insolvent, files a petition in bankruptcy, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors.
- **Discontinuation:** If the property or event associated with the naming rights is discontinued or permanently ceases to operate.

## Notice of Termination

The party seeking to terminate this Agreement must provide the other party with at least ninety (90) days prior written notice of termination, specifying the grounds for termination.

## Consequences of Termination

Upon termination of this Agreement for any reason:

- ACME-1's right to use the Naming Rights shall immediately cease.
- ACME-1 shall forfeit any remaining payments due under this Agreement.
- Each party shall return or destroy any Confidential Information of the other party.

# Indemnification and Liability

## Indemnification

DocuPal Demo, LLC ("DocuPal") shall indemnify, defend, and hold harmless ACME-1, its affiliates, 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 by DocuPal of this Agreement, or any negligent or wrongful act or omission of DocuPal.

ACME-1 shall indemnify, defend, and hold harmless DocuPal, its affiliates, 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 by ACME-1 of this Agreement, or any negligent or wrongful act or omission of ACME-1.



## Limitation of Liability

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. The total liability of either party to the other under this Agreement shall be limited to the total amount of payments made by ACME-1 to DocuPal under this Agreement. This limitation applies regardless of the form of action, whether in contract, tort, or otherwise. This limitation does not apply to liability arising from a party's gross negligence or willful misconduct.

## Dispute Resolution

The parties will attempt to resolve any dispute related to this Agreement through good faith negotiations. If negotiations are unsuccessful, either party may escalate the dispute to their respective senior management.

### Binding Arbitration

If senior management cannot resolve the dispute, the parties agree to submit the matter to binding arbitration. The arbitration will occur in the State of Delaware. It will follow the rules of the American Arbitration Association. The arbitrator's decision will be final and binding. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction. Each party will bear its own costs and attorneys' fees. The parties will split the costs of the arbitrator equally.

## Representations and Warranties

### DocuPal Demo, LLC Representations

DocuPal Demo, LLC warrants that it has the full right, power, and authority to enter into this Naming Rights Agreement and to grant to ACME-1 the naming rights as outlined herein. DocuPal Demo, LLC represents and warrants that it owns and controls all rights in and to the property or event associated with these naming rights. DocuPal Demo, LLC assures that the execution and performance of this agreement will not violate any existing agreement or obligation to which it is a party.



## ACME-1 Representations

ACME-1 warrants that it has the full right, power, and authority to enter into this Naming Rights Agreement. ACME-1 guarantees that its execution and performance of this agreement will not violate any existing agreement or obligation to which it is a party. ACME-1 represents and warrants that it will conduct its activities under this agreement in compliance with all applicable laws and regulations.

## Confidentiality

Both DocuPal Demo, LLC and ACME-1 agree to keep confidential all non-public information. This includes financial details, marketing strategies, and customer-related data.

### Scope of Confidential Information

Confidential Information encompasses all data, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, financial information, customer data, and other information disclosed by one party to the other, whether orally, visually, or in writing, prior to, on, or after the Effective Date.

### Exclusions

Information already publicly available or required to be disclosed by law is not considered confidential.

### Duration

The obligations of confidentiality will continue for a period of five (5) years following the termination of this Agreement.



# Miscellaneous Provisions

## Force Majeure

Neither party will be liable for delays or failures in performance resulting from events beyond their reasonable control. These events include, but are not limited to, natural disasters, acts of war, and new governmental regulations. The affected party must promptly notify the other of such an event and make reasonable efforts to mitigate its impact.

## Assignment

Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party. Any attempted assignment without such consent will be void.

## Notices

All notices relating to this Agreement must be in writing. Notices will be delivered by certified mail and email to the addresses listed in this Agreement.

DocuPal Demo, LLC 23 Main St, Anytown, CA 90210

ACME-1 3751 Illinois Avenue, Wilsonville, Oregon – 97070, USA

## Entire Agreement

This Agreement constitutes the entire agreement between the parties. It supersedes all prior agreements and understandings, both written and oral, relating to the naming rights. Any modifications to this Agreement must be in writing and signed by both parties.

