DOCUPAL
Docupal Demo, LLC

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Introduction and Purpose

This Cybersecurity Agreement (the "Agreement") is made and entered into as of August 9, 2025, by and between DocuPal Demo, LLC, located at 23 Main St, Anytown, CA 90210, USA ("DocuPal Demo") and Acme Inc, located at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA ("ACME-1").

Objective

The primary objective of this Agreement is to establish a clear and comprehensive framework for cybersecurity collaboration between DocuPal Demo and ACME-1. This framework outlines the responsibilities of each party in protecting sensitive data and maintaining a secure environment for all IT systems, networks, applications, and data managed or accessed by either party in connection with the services provided by DocuPal Demo to ACME-1.

Scope

This Agreement covers all aspects of cybersecurity related to the services provided by DocuPal Demo to ACME-1. This includes, but is not limited to, data protection, incident response, compliance with applicable laws and regulations (including but not limited to NIST and GDPR), audits, termination procedures, and dispute resolution mechanisms. The intent is to ensure a secure and reliable collaboration.

Definitions

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

General Terms

Data Breach means any unauthorized access to, acquisition of, or disclosure of ACME-1's data that compromises the security, confidentiality, or integrity of such data.

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Incident Response refers to the planned and organized approach to addressing and managing security incidents, including detection, analysis, containment, eradication, and recovery.

Vulnerability Assessment means a systematic evaluation of ACME-1's information systems to identify security weaknesses and vulnerabilities.

Penetration Testing signifies a simulated cyberattack against ACME-1's systems to assess their security posture and identify exploitable vulnerabilities.

Compliance Terms

GDPR refers to the General Data Protection Regulation (EU) 2016/679, a European Union regulation on data protection and privacy.

CCPA refers to the California Consumer Privacy Act, a California state law that enhances privacy rights and consumer protection for California residents.

HIPAA refers to the Health Insurance Portability and Accountability Act of 1996, a United States law designed to provide privacy standards to protect patients' medical records and other health information provided to health plans, doctors, hospitals and other health care providers.

Roles and Responsibilities

This section details the roles and responsibilities of DocuPal Demo, LLC and ACME-1 in maintaining the cybersecurity standards outlined in this Agreement. Both parties acknowledge that a collaborative approach is essential for effective security.

DocuPal Demo, LLC Responsibilities

DocuPal Demo, LLC will provide and maintain the cybersecurity services as described in this Agreement. This includes, but is not limited to:

- Implementing and managing security protocols and technologies.
- Monitoring ACME-1's systems for potential security threats and vulnerabilities.
- Providing regular reports to ACME-1 on the status of their security posture.
- Staying up-to-date with the latest cybersecurity threats and trends.
- Providing guidance and support to ACME-1 on security best practices.

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ACME-1 Responsibilities

ACME-1 is responsible for adhering to the security policies established by DocuPal Demo, LLC and for providing necessary access to its systems and data to enable DocuPal Demo, LLC to perform its duties. This includes, but is not limited to:

- Implementing and maintaining security controls on their own systems.
- Ensuring that all users are aware of and comply with the security policies.
- Promptly reporting any suspected security incidents to DocuPal Demo, LLC.
- Providing DocuPal Demo, LLC with access to all necessary systems and data.
- Remediating vulnerabilities identified by DocuPal Demo, LLC on ACME-1's systems in a timely manner.

Both parties agree to work together in a spirit of cooperation and transparency to ensure the ongoing security of ACME-1's systems and data.

Security Standards and Compliance

DocuPal Demo, LLC will adhere to certain security standards. We will also comply with relevant regulations. This ensures ACME-1's data is protected.

Security Frameworks and Standards

DocuPal Demo, LLC will follow the NIST Cybersecurity Framework. We will also adhere to ISO 27001 standards. These frameworks guide our security practices. They help us manage risks effectively.

Regulatory Compliance

DocuPal Demo, LLC will comply with GDPR. We will also comply with CCPA. HIPAA compliance will be maintained where applicable. This ensures we meet legal requirements for data protection.

Certifications and Audits

DocuPal Demo, LLC will maintain SOC 2 Type II certification. Regular audits will verify our compliance. These audits ensure our security controls are effective. They also provide assurance to ACME-1.

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Data Protection and Confidentiality

DocuPal Demo, LLC and ACME-1 recognize the importance of protecting confidential data, personal data, and financial data. All data shared or accessed under this Cybersecurity Agreement will be treated as confidential. Both parties agree to comply with all applicable data protection laws and regulations.

Data Handling

Sensitive information must be handled according to established data handling policies. This includes access controls, encryption, and secure storage. Data will only be shared on a need-to-know basis via secure channels. Each party will implement and maintain appropriate technical and organizational measures to protect data against unauthorized access, use, or disclosure.

Confidentiality Obligations

All information disclosed by one party to the other, whether before or after the date of this Agreement, will be considered confidential. Neither party will disclose such information to any third party without the prior written consent of the disclosing party, unless required by law. These confidentiality obligations will continue even after the termination of this Cybersecurity Agreement.

Incident Response and Notification

DocuPal Demo, LLC will maintain a comprehensive Incident Response Plan. This plan will enable us to effectively detect, analyze, contain, eradicate, and recover from security incidents.

Incident Detection and Response

We will continuously monitor systems and networks for potential security incidents. Upon detection of a potential incident, the Incident Response Plan will be immediately activated. This ensures a swift and coordinated response.

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Notification Requirements and Timelines

ACME-1 will be immediately notified upon the detection of a security incident. Following the initial notification, a confirmation and detailed report will be provided within 24 hours. This report will include a preliminary assessment of the incident, its potential impact, and the steps being taken to address it.

Communication Protocol

Impacted parties will be informed through designated communication channels. These channels and the specific communication plan have been pre-approved by ACME-1. The communication will be timely, accurate, and will provide relevant information to help mitigate any potential damage. We will work closely with ACME-1 to manage communications and ensure a consistent message.

Liability and Indemnification

Limitation of Liability

DocuPal Demo, LLC will be liable for damages directly resulting from failures in providing the cybersecurity services outlined in this Agreement. Acme, Inc. assumes liability for damages arising from failures in its own internal security practices and infrastructure. Neither party will be liable for consequential, indirect, or incidental damages.

Indemnification

Each party agrees to indemnify, defend, and hold harmless the other party, including their officers, directors, employees, and agents, from and against any and all losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third-party claim, action, or proceeding to the extent caused by:

- A breach of this Agreement by the indemnifying party.
- The negligence or willful misconduct of the indemnifying party.
- Failure to adhere to security practices

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Risk Allocation

Both parties acknowledge that cybersecurity risks exist, and insurance coverage will be maintained to mitigate potential losses. The limitation of liability clauses within this section serve to allocate risk fairly between DocuPal Demo, LLC and Acme, Inc. based on their respective responsibilities.

Audit Rights and Monitoring

Audit Rights

ACME-1 retains the right to audit Docupal Demo, LLC's cybersecurity practices related to this agreement. These audits will be performed by an independent third-party auditor. ACME-1 will exercise this audit right no more than once annually. The scope of these audits will encompass all systems and processes that fall under the purview of this Cybersecurity Agreement.

Monitoring and Reporting

Docupal Demo, LLC will continuously monitor the security of its systems and networks. Monitoring results will be reported to ACME-1 on a monthly basis. Any critical security issues identified through monitoring will be addressed immediately by Docupal Demo, LLC.

Term and Termination

Term

This Cybersecurity Agreement will begin on August 9, 2025, and will continue for a period of three (3) years, unless terminated earlier as provided in this section.

Termination

Either party may terminate this Agreement in the event of a material breach by the other party. Termination is also permitted if either party fails to comply with the specified security requirements outlined in this Agreement. Termination will take

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effect thirty (30) days following written notice of the breach, provided the breach remains uncured. This Agreement may also be terminated by mutual written agreement of both DocuPal Demo, LLC and ACME-1.

Consequences of Termination

Upon termination of this Agreement for any reason, DocuPal Demo, LLC will cease providing services to ACME-1. Termination does not relieve either party of its obligations accrued up to the date of termination. ACME-1 remains responsible for payment of all fees for services rendered up to the termination date. Either party may be liable for damages resulting from breaches that lead to termination.

Governing Law and Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles.

Dispute Resolution

The parties agree to first attempt to resolve any disputes arising out of or relating to this Agreement through good-faith negotiation. If negotiation fails, the parties will then attempt to resolve the dispute through mediation, administered by a mutually agreed-upon mediator in Delaware. If mediation is unsuccessful, any unresolved dispute shall be settled by binding arbitration administered in Delaware in accordance with the rules of the American Arbitration Association. The decision of the arbitrator shall be final and binding on both parties.

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