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Introduction and Purpose

This Delivery Partner 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 ("Delivery Partner"), and Acme, Inc ("ACME-1"), a business entity organized under the laws of the United States, with its principal place of business at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA ("Client").

The purpose of this Agreement is to establish the terms and conditions under which the Delivery Partner will provide local and regional delivery services of parcels and documents to the Client. This Agreement outlines the responsibilities of each party, ensuring a clear understanding of service expectations, payment terms, and other key operational aspects. Both parties enter into this agreement intending to create a reliable and mutually beneficial partnership.

Definitions and Interpretations

Definitions

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

- **"Delivery Partner"** means 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.
- **"Client"** means Acme, Inc (ACME-1), a business entity organized under the laws of the United States, with its principal place of business at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA.
- **"Service Level Agreement (SLA)"** means the agreement outlining the expected level of services. It details the performance, reliability, and responsibilities of the Delivery Partner. It is attached as Appendix A.
- **"Confidential Information"** means any proprietary data or information. This includes, but is not limited to, business plans, customer lists, financial information, and trade secrets disclosed by either party to the other, either



directly or indirectly, in writing, orally, or by inspection of tangible objects.

Interpretation

In this Agreement, unless the context otherwise requires:

- Words in the singular include the plural and vice versa.
- A reference to a statute or statutory provision includes any modification or re-enactment of it.
- The headings are for convenience only and do not affect the interpretation of this Agreement.
- Any ambiguity in the interpretation of this Agreement shall be resolved by reference to the intention of the parties and, where appropriate, by reference to standard industry practices.
- The currency for all transactions under this agreement is USD, which is the base currency of the Delivery Partner.

Scope of Services and Responsibilities

DocuPal Demo, LLC ("Delivery Partner") will provide transportation and delivery services to Acme, Inc ("Client") according to the terms of this Agreement. The Delivery Partner is responsible for the timely and secure delivery of goods.

Delivery Obligations

The Delivery Partner will pick up goods from the Client's distribution center located at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA. All deliveries must be completed within 24 hours of the initial pickup. The Delivery Partner's service area is limited to a 50-mile radius of the Client's distribution center. The Delivery Partner is responsible for ensuring that all deliveries are made to the correct recipient and location.

Service Standards

The Delivery Partner must maintain a high standard of service. This includes ensuring that all delivery vehicles are properly maintained and operated safely. The Delivery Partner's personnel must be professional, courteous, and comply with all



applicable laws and regulations. The Delivery Partner is expected to communicate proactively with the Client regarding any potential delays or issues that may arise during the delivery process.

Liability

The Delivery Partner is liable for any damages or losses to the Client's goods that occur as a result of the Delivery Partner's negligence. The Delivery Partner must maintain adequate insurance coverage to cover any potential liabilities. The Delivery Partner is responsible for investigating and resolving any claims related to damages or losses. The Client is responsible for ensuring that all goods are properly packaged and labeled for shipment.

Responsibilities Summary

The Delivery Partner's responsibilities include, but are not limited to:

- Picking up goods from the Client's designated location.
- Transporting goods safely and securely to the delivery location.
- Delivering goods within the specified timeframe.
- Obtaining proof of delivery from the recipient.
- Maintaining accurate records of all deliveries.
- Complying with all applicable laws and regulations.
- Maintaining adequate insurance coverage.
- Promptly reporting any issues or delays to the Client.

Service Level Agreements (SLAs)

DocuPal Demo, LLC will meet the following service levels in providing delivery services to ACME-1. These SLAs define our performance standards and the consequences for failing to meet them.

Delivery Timeframes

All deliveries will be completed within the 24-hour window agreed upon for each specific order. This timeframe starts from the moment the order is dispatched from ACME-1's facility. Any delays must be communicated to ACME-1 immediately.



Performance Monitoring and Reporting

We will monitor our delivery performance using a real-time tracking system. ACME-1 will have access to this system to track their deliveries. In addition to real-time tracking, DocuPal Demo, LLC will provide weekly performance reports summarizing our on-time delivery rate and other key metrics.

SLA Breaches and Remedies

If DocuPal Demo, LLC fails to meet the agreed-upon delivery timeframes, financial penalties will apply. The specific penalties are detailed in Schedule A of this agreement. We are committed to working with ACME-1 to resolve any issues that lead to SLA breaches and to prevent future occurrences.

Delivery Time Targets vs Actuals

The following chart illustrates the target delivery times versus actual delivery performance.

Payment Terms

DocuPal Demo, LLC will compensate ACME-1 for delivery services based on a fixed rate per delivery, plus a mileage-based fee. The specific rates are detailed in **Schedule A: Pricing Schedule**.

Invoicing and Payment Schedule

ACME-1 will submit invoices to DocuPal Demo, LLC bi-weekly. Invoices must include the delivery date, location, applicable mileage, and the corresponding fixed rate for each delivery. Payments will be made via electronic funds transfer (EFT) within 10 business days of receiving a correct and complete invoice.

Performance-Based Incentives and Penalties

To ensure high service standards, ACME-1 is eligible for performance-based bonuses and penalties.



- **Bonus:** If ACME-1 achieves an on-time delivery rate exceeding 98% during a bi-weekly payment period, a bonus of 5% of the total delivery fees for that period will be added to the payment.
- **Penalty:** If ACME-1's on-time delivery rate falls below 95% during a bi-weekly payment period, a penalty of 5% of the total delivery fees for that period will be deducted from the payment.

On-time delivery will be determined based on the agreed-upon delivery schedules outlined in **Schedule B: Delivery Schedules**. DocuPal Demo, LLC will provide ACME-1 with a report detailing the on-time delivery rate for each payment period.

Liability and Insurance

Liability for Goods

Docupal Demo, LLC assumes liability for lost or damaged goods during delivery. The maximum liability for any single incident of loss or damage is \$500. This coverage applies to goods in transit and under the direct control of Docupal Demo, LLC personnel.

Insurance Requirements

Docupal Demo, LLC is required to maintain specific insurance coverages throughout the term of this Agreement. These coverages include:

- **Commercial Auto Liability Insurance:** This insurance must provide adequate coverage for liabilities arising from the use of vehicles in performing delivery services.
- **Cargo Insurance:** This insurance must cover loss or damage to the goods being transported.
- **Worker's Compensation Insurance:** This insurance must comply with all applicable laws and regulations, protecting Docupal Demo, LLC's employees.

Docupal Demo, LLC will provide ACME-1 with certificates of insurance evidencing these coverages upon request. ACME-1 reserves the right to review and approve the insurance policies maintained by Docupal Demo, LLC to ensure compliance with these requirements.



Confidentiality and Data Protection

DocuPal Demo, LLC acknowledges that during the term of this Agreement, it may have access to confidential information belonging to ACME-1. This includes, but is not limited to, ACME-1's customer data, pricing information, and business strategies. DocuPal Demo, LLC agrees to treat all such information as strictly confidential and will not disclose it to any third party without ACME-1's prior written consent.

Data Handling and Security

DocuPal Demo, LLC will handle and protect all data belonging to ACME-1 in accordance with industry best practices. This includes encrypting data both in transit and at rest, and storing it securely to prevent unauthorized access. DocuPal Demo, LLC will implement and maintain appropriate technical and organizational measures to ensure the security and confidentiality of ACME-1's data.

Regulatory Compliance

DocuPal Demo, LLC will comply with all applicable data protection regulations, including the General Data Protection Regulation (GDPR) and the California Consumer Privacy Act (CCPA). DocuPal Demo, LLC will promptly notify ACME-1 of any data breach or security incident that may affect ACME-1's data. We will also cooperate fully with ACME-1 in investigating and remediating any such incident.

Compliance with Laws and Regulations

DocuPal Demo, LLC and ACME-1 will comply with all applicable federal, state, and local laws and regulations. This includes, but is not limited to, transportation laws, data protection laws, and any other laws relevant to the performance of the delivery services outlined in this Agreement.

Transportation Laws

All delivery activities must adhere to federal and state transportation laws and regulations. This includes compliance with safety standards, vehicle regulations, and driver qualifications.



Data Protection

Both parties will comply with all applicable data protection laws and regulations regarding the collection, processing, and storage of personal data. We will maintain appropriate security measures to protect data against unauthorized access, use, or disclosure.

Monitoring Compliance

DocuPal Demo, LLC will conduct regular audits and compliance checks to ensure adherence to all applicable laws and regulations. ACME-1 reserves the right to request documentation or information related to compliance efforts.

Term and Termination

This Agreement will begin on August 9, 2025, and will continue for an initial term of one year. After the initial term, this Agreement will automatically renew for additional one-year terms.

Termination

Either party can terminate this Agreement. To do so, the terminating party must provide thirty (30) days written notice to the other party.

This Agreement may also be terminated immediately by either party if the other party:

- Breaches any material term of this Agreement, and fails to cure such breach within thirty (30) days of written notice of the breach.
- Becomes insolvent or enters into bankruptcy proceedings.
- Materially violates any applicable laws or regulations.

Dispute Resolution

DocuPal Demo, LLC and ACME-1 aim to resolve any disputes fairly and efficiently.



Informal Resolution

Both parties will first attempt to resolve any dispute informally. This includes good-faith negotiations between representatives of both companies.

Mediation

If informal negotiations are unsuccessful, the parties agree to attempt to resolve the dispute through mediation. The mediation will take place in Delaware, unless both parties agree to an alternate location. A mutually agreed-upon mediator will conduct the mediation. Each party will bear its own costs associated with the mediation. The parties will share the fees and expenses of the mediator equally.

Arbitration

If mediation does not resolve the dispute, the parties agree to submit the dispute to binding arbitration in Delaware. The arbitration will be conducted under the rules of the American Arbitration Association. The arbitrator's decision will be final and binding on both parties. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction. Each party will bear its own costs associated with the arbitration. The parties will share the fees and expenses of the arbitrator equally. The governing law for any arbitration will be the law of the State of Delaware.

Force Majeure

DocuPal Demo, LLC will not be liable for any failure or delay in performance. This applies if such failure or delay is due to a Force Majeure Event.

Definition

A Force Majeure Event means any event beyond DocuPal Demo, LLC's reasonable control. These events prevent or delay DocuPal Demo, LLC from performing its obligations under this Agreement.

Examples of Force Majeure Events

Force Majeure Events include, but are not limited to:

- Natural disasters (e.g., floods, earthquakes, hurricanes)
- Acts of war, terrorism, or civil unrest
- Government regulations, orders, or laws
- Strikes or labor disputes
- Widespread infrastructure failures (e.g., power outages, internet disruptions)

Notification

If a Force Majeure Event occurs, DocuPal Demo, LLC will provide ACME-1 with immediate written notification. This notification will include details about the event and its expected duration.

Impact on Obligations

During the Force Majeure Event, DocuPal Demo, LLC's obligations under this Agreement are suspended to the extent that performance is prevented or delayed. DocuPal Demo, LLC will make reasonable efforts to mitigate the impact of the Force Majeure Event and resume performance as soon as reasonably practicable.

Intellectual Property Rights

Ownership

ACME-1 retains all rights, title, and interest in and to its intellectual property. This includes, but is not limited to, trademarks, service marks, trade names, logos, and copyrighted materials related to its products and branding ("ACME-1 IP"). DocuPal Demo, LLC acknowledges that it has no claim to ownership of any ACME-1 IP.

DocuPal Demo, LLC retains all rights, title, and interest in and to its intellectual property. This includes, but is not limited to, its proprietary delivery methods, software, and systems ("DocuPal IP"). ACME-1 acknowledges that it has no claim to ownership of any DocuPal IP.

Use of Trademarks and Logos

DocuPal Demo, LLC may use ACME-1's trademarks and logos solely in connection with the performance of its delivery services under this Agreement. Any such use is subject to ACME-1's prior written approval, including approval of the specific



manner and context of use. DocuPal Demo, LLC will adhere to ACME-1's branding guidelines. DocuPal Demo, LLC will cease all use of ACME-1 IP immediately upon termination of this Agreement.

Protection of Intellectual Property

Each party will protect the other party's intellectual property rights. Each party will take reasonable steps to prevent unauthorized use or disclosure of the other party's intellectual property. DocuPal Demo, LLC will promptly notify ACME-1 of any suspected infringement of ACME-1's intellectual property rights that comes to DocuPal Demo, LLC's attention.

Indemnification

Delivery Partner Indemnification

Docupal Demo, LLC ("Delivery Partner") shall indemnify, defend, and hold harmless Acme, Inc ("Client"), its officers, directors, employees, and agents from and against any and all claims, demands, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to:

- Any negligent acts or omissions of Delivery Partner or its employees, agents, or subcontractors in the performance of the delivery services under this Agreement.
- Any personal injury, death, or property damage caused by the Delivery Partner during the performance of delivery services.

This indemnification obligation shall apply regardless of whether such claims, demands, losses, liabilities, damages, costs, or expenses are asserted by a third party or by Client.

Client Indemnification

Acme, Inc. ("Client") shall indemnify, defend, and hold harmless Docupal Demo, LLC ("Delivery Partner"), its officers, directors, employees, and agents from and against any and all claims, demands, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to:

- Defects or issues with the goods being delivered.

Limitations

Neither party shall be liable to the other for any indirect, incidental, consequential, special, or punitive damages, or lost profits, even if advised of the possibility of such damages. Each party's liability under this Agreement shall be limited to direct damages.

Communication Protocols

Effective communication is essential for the success of this Delivery Partner Agreement. DocuPal Demo, LLC and ACME-1 agree to the following communication protocols to ensure timely updates and issue resolution.

Designated Contacts

For all matters related to this agreement, the designated contacts are as follows:

- **ACME-1:** John Smith
- **DocuPal Demo, LLC:** Jane Doe

Both parties are responsible for promptly updating their contact information should changes occur.

Communication Frequency and Methods

Regular communication will occur through the following methods and frequencies:

- **Weekly Status Meetings:** A weekly meeting will be held to discuss delivery performance, ongoing issues, and upcoming schedules. The time and date will be mutually agreed upon.
- **Daily Email Updates:** Daily email updates will provide a summary of deliveries completed, any delays encountered, and anticipated deliveries for the following day. These updates should be sent by the end of each business day.

Amendments and Modifications

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



Amendment Process

Any proposed changes to this Delivery Partner Agreement must be documented in writing. Both parties must review and approve the proposed amendment. Upon agreement, the amendment must be formally signed by authorized representatives from both DocuPal Demo, LLC and ACME-1. The signed amendment will then become an integral part of this Agreement, superseding any conflicting terms in the original document. No verbal agreements or informal communications will be considered valid amendments to this Agreement. All amendments must be meticulously documented and attached to the original Agreement to maintain a clear and accurate record of all changes.

Miscellaneous Provisions

Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions will remain in full force and effect. The parties will negotiate in good faith to replace the invalid or unenforceable provision with a valid provision that achieves the original intent.

Assignment

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

Waiver

No waiver of any breach of any provision of this Agreement will constitute a waiver of any other breach of the same or any other provision. No waiver will be effective unless made in writing and signed by the party waiving the breach.

Notices

All notices and other communications under this Agreement must be in writing. Notices will be considered duly given when delivered personally, sent by certified mail, return receipt requested, or sent by a recognized overnight courier service to



the addresses set forth in the introductory paragraph of this Agreement, or to such other address as a party may designate in writing from time to time.

Governing Law

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

Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It supersedes all prior or contemporaneous communications and proposals, whether oral or written, between the parties with respect to such subject matter.

Amendment

No amendment to or modification of this Agreement will be effective unless it is in writing and signed by both parties.

Counterparts

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

Signatures and Execution

This Delivery Partner Agreement is effective as of August 9, 2025.

Agreement

By signing below, both DocuPal Demo, LLC and ACME-1 agree to all the terms and conditions outlined in this Delivery Partner Agreement.

Party	Signature	Date
DocuPal Demo, LLC		
ACME-1		



Authorized Signatories

DocuPal Demo, LLC

Name: Jane Doe Title: CEO

ACME-1

Name: John Smith Title: CEO

IN WITNESS WHEREOF, the parties have executed this Delivery Partner Agreement as of the date first written above. Please ensure that both authorized signatories sign and date this agreement to indicate their formal acceptance of the terms and conditions. This will serve as a binding contract between DocuPal Demo, LLC and ACME-1.

