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Introduction and Definitions

Introduction

This Game Development 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 ("ACME-1"), a business entity with its principal address at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA ("Client").

Purpose

This Agreement sets forth the terms and conditions under which Producer will develop a game for Client.

Definitions

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

- **Agreement:** Means this Game Development Agreement, including all exhibits and schedules attached hereto.
- **Client:** Means Acme, Inc, also referred to as ACME-1.
- **Game:** Means the video game to be developed by Producer for Client under this Agreement.
- **Producer:** Means DocuPal Demo, LLC.

Scope of Work and Deliverables

DocuPal Demo, LLC ("Producer") will develop a game for Acme, Inc ("Client") according to the specifications outlined in this agreement. The game development will encompass several key phases, each with specific tasks and deliverables.



Game Development Phases

1. **Pre-Production:** This initial phase includes concept development, game design documentation, prototype creation, and technology assessment.
2. **Production:** This phase covers the core development activities, including asset creation, programming, level design, and gameplay implementation.
3. **Testing and Quality Assurance:** This phase focuses on rigorous testing to identify and resolve bugs, optimize performance, and ensure a high-quality gaming experience.
4. **Delivery and Launch Support:** This final phase involves delivering the completed game to the Client, providing necessary documentation, and offering post-launch support.

Key Features

The game will include the following key features:

- Engaging storyline and characters
- Intuitive user interface
- Multiple levels with increasing difficulty
- Challenging gameplay mechanics
- High-quality graphics and sound effects
- Multiplayer functionality (if applicable)
- Cross-platform compatibility (if applicable)

Milestones and Deliverables

The project will be divided into the following milestones, each with associated deliverables:

Milestone	Deliverables
Pre-Production	Game Design Document, Prototype Build, Technology Assessment Report
Alpha Build	Playable version of the game with core mechanics implemented, initial set of levels, and basic user interface.
Beta Build	Feature-complete version of the game with all levels, improved user interface, and refined gameplay mechanics.



Milestone	Deliverables
Release Candidate	Polished and optimized version of the game with all bugs fixed and performance issues resolved.
Final Game	The complete, fully functional game, ready for distribution.
Post-Launch	All Source Code, Game Assets, Technical Documentation (Including, but not limited to, architecture, assets, 3rd party tools and libraries, and build processes), and Ongoing support and maintenance.

Specific Tasks

The Producer will perform the following specific tasks:

- Develop the game's storyline and characters.
- Design and implement the game's user interface.
- Create all necessary game assets, including 2D/3D models, textures, and animations.
- Program the game's core mechanics and gameplay features.
- Design and implement all levels.
- Integrate sound effects and music.
- Conduct thorough testing and quality assurance.
- Optimize the game for performance.
- Prepare the game for distribution.
- Provide ongoing support and maintenance.

Project Management and Communication

The Producer will provide regular project updates to the Client, including progress reports, milestone achievements, and any potential issues. The Producer will also be available for regular meetings with the Client to discuss the project's progress and address any questions or concerns.

Payment Terms and Schedule

DocuPal Demo, LLC will invoice ACME-1 according to the following schedule. All payments are to be made in United States Dollars (USD). Payments will be considered late if not received within thirty (30) days of the invoice date.



Payment Schedule

The game development project will follow a milestone-based payment structure. ACME-1 will pay DocuPal Demo, LLC according to the completion of the following milestones:

1. **Initial Payment:** Upon signing this Agreement, ACME-1 will pay DocuPal Demo, LLC an initial payment.
2. **Milestone 1:** Upon completion of Milestone 1, ACME-1 will pay DocuPal Demo, LLC.
3. **Milestone 2:** Upon completion of Milestone 2, ACME-1 will pay DocuPal Demo, LLC.
4. **Final Payment:** Upon final delivery and acceptance of the Game, ACME-1 will pay DocuPal Demo, LLC the remaining balance.

Payment Amounts

The specific amounts for each payment are detailed below:

Milestone	Payment Amount (USD)
Initial Payment	TBD
Milestone 1	TBD
Milestone 2	TBD
Final Payment	TBD
Total	TBD

Invoicing Procedures

DocuPal Demo, LLC will submit invoices to ACME-1 upon completion of each milestone. Each invoice will include:

- Invoice date
- Invoice number
- A description of the completed milestone
- The payment amount due
- Payment instructions

ACME-1 will remit payments to DocuPal Demo, LLC at the address specified on the invoice.

Late Payment

Payments not received within thirty (30) days of the invoice date will be subject to a late payment fee. The late payment fee will be calculated at a rate of one and a half percent (1.5%) per month on the outstanding balance, or the highest rate permitted by applicable law, whichever is lower. DocuPal Demo, LLC reserves the right to suspend work on the Game if payments are not received in a timely manner.

Intellectual Property Rights and Ownership

DocuPal Demo, LLC and ACME-1 agree to the following terms regarding intellectual property rights for the game developed under this Agreement.

Ownership of Intellectual Property

All intellectual property rights, including copyrights, trademarks, trade secrets, and patent rights related to the Game, its design, and all associated materials, will be owned as follows. DocuPal Demo, LLC will retain ownership of all intellectual property rights in and to the Game until ACME-1 has made all payments due under this Agreement. Upon receipt of full payment, DocuPal Demo, LLC will transfer all right, title, and interest in and to the Game to ACME-1, including all intellectual property rights.

Grant of License

Prior to the full transfer of ownership, DocuPal Demo, LLC grants to ACME-1 a non-exclusive, non-transferable license to use the Game for internal testing and evaluation purposes. This license is contingent upon ACME-1's compliance with all terms and conditions of this Agreement, including timely payment of all fees.



Copyright and Trademark

DocuPal Demo, LLC will ensure that all original works of authorship created for the Game are properly registered with the U.S. Copyright Office, as needed. ACME-1 will have the right to trademark the Game's title and any related logos upon full transfer of ownership. DocuPal Demo, LLC will reasonably cooperate with ACME-1 in securing such trademark protection.

Third-Party IP

DocuPal Demo, LLC warrants that the Game does not infringe upon the intellectual property rights of any third party. DocuPal Demo, LLC will indemnify and hold ACME-1 harmless from any and all claims, damages, and expenses arising from any alleged infringement of third-party intellectual property rights related to the Game.

Source Code

Upon full payment, DocuPal Demo, LLC will deliver to ACME-1 the complete source code for the Game, including all related documentation. ACME-1 will have the right to modify, adapt, and create derivative works based on the source code.

Moral Rights

To the extent permitted by applicable law, DocuPal Demo, LLC irrevocably waives all moral rights relating to the Game and all associated materials. This waiver will become effective upon ACME-1's full payment under this agreement.

Confidentiality and Non-Disclosure

Definition of Confidential Information

"Confidential Information" means any information disclosed by either Docupal Demo, LLC or ACME-1 (the "Disclosing Party") to the other (the "Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. This includes, but is not limited to, game design documents, source code, artwork, business plans, customer lists, and financial information.



Obligations of Confidentiality

The Receiving Party agrees to protect the Disclosing Party's Confidential Information with the same degree of care that it uses to protect its own confidential information, but in no event less than reasonable care. The Receiving Party will only use the Disclosing Party's Confidential Information for the purpose of performing its obligations or exercising its rights under this Game Development Agreement. The Receiving Party will not disclose the Disclosing Party's Confidential Information to any third party without the Disclosing Party's prior written consent.

Exclusions

The obligations of confidentiality will not apply to any information that: (a) is or becomes publicly known through no fault of the Receiving Party; (b) was already known to the Receiving Party at the time of disclosure; (c) is rightfully received by the Receiving Party from a third party without restriction; or (d) is independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information.

Required Disclosure

If the Receiving Party is required by law or legal process to disclose any of the Disclosing Party's Confidential Information, the Receiving Party will provide the Disclosing Party with prompt written notice so that the Disclosing Party may seek a protective order or other appropriate remedy. If such protective order is not obtained, the Receiving Party will disclose only that portion of the Confidential Information that is legally required.

Warranties, Representations, and Disclaimers

Warranties and Representations

Docupal Demo, LLC warrants that it will perform the game development services in a professional and workmanlike manner. We will use qualified personnel. Our goal is to meet the specifications outlined in this Agreement.



Developer Warranties

Docupal Demo, LLC warrants the following:

- **Originality:** The Game will be original and not infringe upon any existing copyright, trademark, patent, trade secret, or other intellectual property right of any third party.
- **Compliance:** The Game will comply with all applicable laws and regulations in the United States.
- **Functionality:** The Game will substantially conform to the agreed-upon specifications for a period of ninety (90) days following the Acceptance Date. If the Game does not meet specifications, Docupal Demo, LLC will fix the issues at no additional cost to ACME-1. This is contingent upon ACME-1 notifying Docupal Demo, LLC of the defects within the warranty period.
- **Virus Free:** Docupal Demo, LLC will take commercially reasonable steps to ensure that the Game is free from viruses, malware, and other harmful code upon delivery.

Client Warranties

ACME-1 warrants that it has the full right and authority to enter into this Agreement. ACME-1 also warrants that all materials provided to Docupal Demo, LLC for use in the Game do not infringe upon the intellectual property rights of any third party.

Disclaimers

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, DOCUPAL DEMO, LLC MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE GAME OR THE SERVICES PROVIDED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ACME-1 ACKNOWLEDGES THAT SOFTWARE DEVELOPMENT IS AN INHERENTLY COMPLEX PROCESS AND THAT DOCUPAL DEMO, LLC DOES NOT WARRANT THAT THE GAME WILL BE ERROR-FREE OR UNINTERRUPTED.



Bug Fixing, Maintenance, and Support

DocuPal Demo, LLC will provide bug fixing, maintenance, and support services for the Game following its launch. This ensures the Game remains functional and meets the agreed-upon specifications.

Bug Fixing

DocuPal Demo, LLC will address and rectify any reported bugs or errors that significantly impact the Game's functionality or user experience. ACME-1 must report bugs with sufficient detail for DocuPal Demo, LLC to reproduce and resolve them. The severity of the bug will determine the response time, with critical bugs impacting core gameplay receiving the highest priority.

Maintenance

DocuPal Demo, LLC will perform routine maintenance to ensure the Game's ongoing stability and compatibility. This includes server maintenance, security updates, and compatibility adjustments for supported platforms. Maintenance schedules will be communicated to ACME-1 in advance, whenever possible, to minimize disruption.

Support

DocuPal Demo, LLC will provide support to ACME-1 related to the Game's operation and technical aspects. This support will be available during standard business hours (9:00 AM to 5:00 PM Pacific Time, Monday through Friday), excluding holidays. Support requests should be submitted via email to a designated support address. DocuPal Demo, LLC will use commercially reasonable efforts to respond to support requests within two business days.

The initial support period will last for [Number] months following the Game's launch. Extended support may be available under a separate agreement. This support does not cover issues arising from ACME-1's modifications to the Game or from use of the Game in a manner not intended or documented.



Term and Termination

Term

This Agreement will begin on August 9, 2025 and will continue until the completion of all development services, unless it is terminated earlier as described here.

Termination

Termination for Convenience

ACME-1 can terminate this Agreement at any time by giving Docupal Demo, LLC 30 days' written notice.

Termination for Cause

Either party can terminate this Agreement if the other party materially breaches it. The party who wants to terminate must give written notice of the breach. The breaching party then has 30 days to fix the breach. If the breach is not fixed in that time, the agreement can be terminated.

Docupal Demo, LLC can also terminate this Agreement if ACME-1 fails to pay any amount due within 15 days of the due date.

Effects of Termination

If ACME-1 terminates for convenience, Docupal Demo, LLC will be paid for all services performed up to the termination date. Docupal Demo, LLC will also transfer all work-in-progress and completed assets to ACME-1.

If the agreement is terminated because of ACME-1's breach, Docupal Demo, LLC is entitled to payment for all services performed and costs incurred. This is in addition to any other remedies available.

Upon termination, each party will return or destroy any confidential information of the other party.



Dispute Resolution and Governing Law

Dispute Resolution

We hope to resolve any disputes amicably. If a dispute arises related to this Game Development Agreement, we will first try to resolve it through good-faith negotiations. Both Docupal Demo, LLC and ACME-1 agree to participate in mediation if negotiations are unsuccessful. A mutually agreed-upon mediator will conduct the mediation in Anytown, California. Each party will bear its own costs related to the mediation. They will split the mediator's fees and expenses equally.

Arbitration

If mediation does not resolve the dispute within thirty (30) days, either party may demand binding arbitration. The American Arbitration Association will conduct the arbitration. Its rules will govern the process. The arbitration will occur in Anytown, California. The arbitrator's decision will be final and binding. A court of competent jurisdiction may enter judgment upon it.

Governing Law

The laws of the State of California govern this Game Development Agreement. This includes its interpretation and enforcement, without regard to conflict of law principles. The exclusive venue for any legal action related to this agreement will be the state and federal courts located in California.

Developer and Client Obligations

DocuPal Demo, LLC ("Developer") and Acme, Inc ("Client") both have vital roles in this Game Development Agreement. Each party must fulfill its duties to ensure project success.

Developer Obligations

The Developer will provide skilled personnel for game development. They will manage the project according to agreed milestones. The Developer is responsible for the game's design, coding, and testing. They must deliver the game as per the



specifications. Regular progress reports to the Client are mandatory. The Developer must address and resolve any bugs or issues promptly. The Developer will also provide necessary documentation.

Client Obligations

ACME-1 will provide clear project requirements to the Developer. The Client must give timely feedback on the game's progress. ACME-1 is responsible for providing all necessary assets. This includes any existing artwork or branding materials. The Client must also ensure prompt payment as per the payment schedule. ACME-1 must participate in scheduled meetings for project updates. They must also make timely decisions to avoid delays.

Mutual Responsibilities

Both parties must communicate openly and regularly. They should address concerns promptly. Both the Developer and Client will work together to solve problems. They will make decisions in a collaborative manner. Both parties must respect each other's expertise and input. They should strive for a positive working relationship. Both parties are responsible for maintaining confidentiality. This includes project details and proprietary information.

Licensing and Third-Party Components

Docupal Demo, LLC will obtain all necessary licenses for third-party software, middleware, and assets used in the Game's development. ACME-1 will not be responsible for securing these licenses.

Third-Party Software

We will utilize industry-standard software. This includes game engines, such as Unity or Unreal Engine. We will also use digital content creation tools like Autodesk Maya or Blender. Licenses for these tools will be maintained by Docupal Demo, LLC. The costs associated with these licenses are included in the overall development budget.



Middleware and Assets

The Game may incorporate middleware for specific functionalities. This could include networking, physics, or audio processing. Any required licenses for middleware will be secured and maintained by Docupal Demo, LLC. We will also secure appropriate licenses for any third-party assets, such as sound effects, music, or visual elements, used in the Game.

Compliance

Docupal Demo, LLC will ensure that all third-party software, middleware, and assets are used in compliance with their respective license agreements. We will indemnify ACME-1 against any claims arising from our failure to comply with these license agreements.

Liability, Indemnification and Insurance

Limitation of Liability

Docupal Demo, LLC's liability to ACME-1 arising out of or related to this Agreement, whether in contract, tort, or otherwise, will not exceed the total amount of fees paid by ACME-1 to Docupal Demo, LLC under this Agreement. Neither party will be liable to the other for any indirect, incidental, consequential, or punitive damages, including lost profits, even if advised of the possibility of such damages.

Indemnification

ACME-1 agrees to indemnify, defend, and hold harmless Docupal Demo, LLC, its officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to ACME-1's breach of this Agreement, ACME-1's use of the game, or ACME-1's violation of any applicable law or regulation.

Docupal Demo, LLC agrees to indemnify, defend, and hold harmless ACME-1, its officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to Docupal Demo, LLC's breach of this Agreement, or



Docupal Demo, LLC's violation of any applicable law or regulation. This includes, but is not limited to, claims of intellectual property infringement related to materials provided by Docupal Demo, LLC.

Insurance

Docupal Demo, LLC will maintain, at its own expense, commercial general liability insurance with a minimum coverage of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Upon ACME-1's reasonable request, Docupal Demo, LLC will provide ACME-1 with a certificate of insurance evidencing such coverage.

Change Management and Amendments

This section outlines the process for managing changes to the Game Development Agreement (the "Agreement") between Docupal Demo, LLC and ACME-1. It also describes how amendments to the Agreement will be handled.

Change Requests

ACME-1 may request changes to the game's scope, features, or schedule. All change requests must be submitted in writing to Docupal Demo, LLC. Each request should clearly detail the proposed change, the reason for the change, and the potential impact on the project's timeline and budget. Docupal Demo, LLC will assess the feasibility and impact of the requested change. This assessment will include an estimate of any additional costs or time required to implement the change. Docupal Demo, LLC will then provide ACME-1 with a written change order outlining these details.

Change Order Approval

A change order is only valid when it is signed by authorized representatives from both Docupal Demo, LLC and ACME-1. ACME-1 will have a period of ten (10) business days to review and approve or reject the change order. If ACME-1 does not respond within this timeframe, the change request will be deemed rejected. Upon approval of a change order, it becomes an integral part of this Agreement, and both parties are bound by its terms. Work related to the change will not commence until the change order has been fully executed.



Amendments

Any modifications to this Agreement must be made through a written amendment. This amendment must explicitly refer to this Agreement and clearly state the changes being made. No change, modification, or waiver of any provision of this Agreement will be valid unless it is in writing and signed by authorized representatives of both Docupal Demo, LLC and ACME-1.

Acceptance Testing and Quality Assurance

Docupal Demo, LLC will conduct rigorous acceptance testing and quality assurance procedures throughout the game development process. ACME-1 will have the opportunity to review and approve key milestones.

Acceptance Criteria

The acceptance criteria for each milestone will be clearly defined in the project specifications. These criteria will cover functionality, performance, stability, and adherence to the agreed-upon design. Key criteria include:

- **Functionality:** All game features must operate as described in the design documents.
- **Performance:** The game must run smoothly on the target platforms without significant lag or performance issues.
- **Stability:** The game must be stable and free from crashes or game-breaking bugs.
- **Design Adherence:** The game's visuals and audio must adhere to the approved art style and sound design.

Testing Procedures

Docupal Demo, LLC will employ a multi-stage testing process. This includes:

1. **Internal Testing:** Our internal QA team will conduct thorough testing throughout the development process.
2. **Milestone Testing:** ACME-1 will be provided with builds at each milestone for review and testing.



3. **Beta Testing (Optional):** If agreed upon, a beta testing phase with a wider audience will be conducted to gather feedback and identify any remaining issues.

ACME-1 will have a period of [Number] days to review each milestone build and provide feedback. Docupal Demo, LLC will address all reported issues and provide updated builds for re-testing.

Quality Standards

Docupal Demo, LLC is committed to delivering a high-quality game. We will adhere to industry best practices for game development and quality assurance. Our quality standards include:

- **Bug Reporting:** A clear and efficient bug reporting system will be used to track and resolve issues.
- **Version Control:** A robust version control system will be used to manage code and assets.
- **Code Reviews:** Regular code reviews will be conducted to ensure code quality and maintainability.
- **Performance Optimization:** Ongoing performance optimization will be conducted to ensure smooth gameplay.

We strive to deliver a polished and engaging gaming experience that meets ACME-1's expectations.

