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Introduction

This Online Course Licensing Agreement ("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 ("Licensor"), and Acme, Inc, also known as 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 ("Licensee").

Purpose

The purpose of this Agreement is to grant Licensee a non-exclusive license to use Licensor's online course content, subject to the terms and conditions outlined herein. This Agreement defines the scope of the license, permitted uses, restrictions, and the obligations of both parties. It also addresses intellectual property rights, payment terms, confidentiality, and procedures for termination and dispute resolution. The goal is to ensure a clear understanding of the rights and responsibilities of both DocuPal Demo, LLC and Acme, Inc with respect to the licensed course materials.

Definitions

For the purposes of this Online Course Licensing Agreement, the following terms shall have the meanings ascribed to them below:

Key Terms

- **Online Course:** Refers to the specific educational content provided by DocuPal Demo, LLC, which ACME-1 is authorized to access and utilize under the terms of this Agreement. The title and specific content of the Online Course are detailed in Exhibit A.
- **License:** Denotes the non-exclusive, limited right granted by DocuPal Demo, LLC to ACME-1 to use the Online Course for internal training and development purposes, subject to the restrictions outlined in this Agreement.



- **Intellectual Property:** Encompasses all copyrights, trademarks, trade secrets, and other proprietary rights associated with the Online Course, including but not limited to course materials, videos, presentations, and any related documentation. DocuPal Demo, LLC retains all ownership of this Intellectual Property.

Temporal Definitions

- **Effective Date:** Means the date this Agreement is fully executed by both DocuPal Demo, LLC and ACME-1.
- **Term:** Refers to the duration of this Agreement, commencing on the Effective Date and continuing for the period specified in Section 9, unless earlier terminated as provided herein.

Grant of License

DocuPal Demo, LLC ("Licensor") grants to ACME-1 ("Licensee"), a non-exclusive, non-transferable, and limited license to access and use the online course content ("Licensed Materials") as specified in this Agreement. This license is subject to the terms and conditions outlined herein.

Scope of License

The Licensed Materials include all course materials, videos, presentations, documents, and any other content provided by DocuPal Demo, LLC as part of the online course.

Permitted Uses

ACME-1 is permitted to:

- Access and view the Licensed Materials for internal training and educational purposes.
- Reproduce portions of the Licensed Materials solely for use by its employees and contractors who are participating in the online course.
- Distribute the Licensed Materials internally to ACME-1 employees and contractors registered for the online course.



Restrictions

ACME-1 is expressly prohibited from:

- Sublicensing, selling, leasing, or otherwise distributing the Licensed Materials to any third party outside of its employees and contractors.
- Modifying, adapting, or creating derivative works based on the Licensed Materials.
- Removing or altering any copyright notices, trademarks, or other proprietary markings included in the Licensed Materials.
- Using the Licensed Materials for any commercial purpose other than internal training and education.
- Making the Licensed Materials publicly available, including but not limited to posting on a website, sharing via social media, or distributing through any public forum.

Territory

This license is granted for use within the United States.

Term

The term of this license shall commence on the Effective Date and continue as specified in the "Term and Termination" section of this Agreement. Upon termination, all rights granted herein shall revert to DocuPal Demo, LLC, and ACME-1 shall cease all use of the Licensed Materials.

License Fee and Payment Terms

ACME-1 will pay Docupal Demo, LLC a fixed monthly license fee for the online course.

License Fee

The monthly license fee is \$5,000 USD. This is a fixed fee, not a royalty based on sales or subscriptions.



Payment Schedule

ACME-1 will make payments monthly. Each payment is due within 30 days of receiving Docupal Demo, LLC's invoice.

Payment Method

ACME-1 can pay by bank transfer or check. All payments must be in United States Dollars (USD). Docupal Demo, LLC will provide bank transfer details on the invoice. If paying by check, ACME-1 will make checks payable to Docupal Demo, LLC and mail them to 23 Main St, Anytown, CA 90210.

Late Payments

If ACME-1 fails to pay an invoice on time, Docupal Demo, LLC may charge interest. The interest rate is 1.5% per month, or the highest rate allowed by law, whichever is less. This interest will accrue from the due date until the date of actual payment. Docupal Demo, LLC reserves the right to suspend ACME-1's access to the online course if payments are more than 60 days late. Suspension will not relieve ACME-1 of its payment obligations.

Taxes

ACME-1 is responsible for all applicable taxes. This includes sales, use, or other taxes or duties associated with the license fee. The license fee does not include these taxes. If Docupal Demo, LLC is required to collect or pay any taxes for which ACME-1 is responsible, Docupal Demo, LLC will invoice ACME-1 for such taxes. ACME-1 will pay that amount in addition to the license fee.

Intellectual Property Rights

DocuPal Demo, LLC retains all right, title, and interest in and to the online course content. This includes all associated intellectual property rights. These rights encompass, without limitation, copyrights, trademarks, trade secrets, and any other proprietary rights related to the course materials.



Ownership of Course Content

ACME-1 acknowledges that DocuPal Demo, LLC is the sole and exclusive owner of the online course and all materials contained within. This includes, but is not limited to, video lectures, written materials, presentations, software, and any other content provided as part of the course. Nothing in this Agreement will be construed as a transfer of any ownership rights from DocuPal Demo, LLC to ACME-1.

Restrictions on Use

ACME-1 is granted a limited, non-exclusive license to use the online course content solely for the purpose outlined in this Agreement. ACME-1 shall not:

- Reproduce, modify, distribute, or create derivative works of the course content without the express written consent of DocuPal Demo, LLC.
- Use the course content for any purpose other than the agreed-upon purpose.
- Infringe upon DocuPal Demo, LLC's intellectual property rights in any way.

Infringement

ACME-1 agrees to promptly notify DocuPal Demo, LLC of any suspected infringement of DocuPal Demo, LLC's intellectual property rights related to the online course. DocuPal Demo, LLC will have the sole right to determine the appropriate course of action with respect to any such infringement, including, but not limited to, initiating legal proceedings. ACME-1 will reasonably cooperate with DocuPal Demo, LLC in the investigation and prosecution of any such infringement.

Use Restrictions and Obligations

ACME-1 receives a non-exclusive license to use the online course content from DocuPal Demo, LLC. This section clarifies the permitted and prohibited uses of the licensed materials. ACME-1 must adhere to these restrictions and obligations.

Permitted Use

ACME-1 may use the online course content solely for internal training and educational purposes. This includes viewing the course materials and using them to train ACME-1 employees.



Prohibited Use

ACME-1 is specifically prohibited from the following activities:

- **Distribution:** ACME-1 cannot distribute the course content to any third party. This includes sharing the materials with individuals or entities outside of ACME-1.
- **Modification:** ACME-1 is not allowed to modify, adapt, or create derivative works based on the course content. The course content must be used in its original form.
- **Reverse Engineering:** ACME-1 shall not reverse engineer, decompile, or disassemble the course content. ACME-1 will not attempt to discover the source code or underlying structure of the course.
- **Sublicensing:** ACME-1 cannot sublicense, rent, lease, or otherwise transfer its rights to use the course content to any third party. The license granted to ACME-1 is solely for its own internal use.
- **Commercial Use:** ACME-1 is prohibited from using the course content for direct commercial purposes, such as selling or licensing the course content to others.

ACME-1 acknowledges that any unauthorized use of the course content will be a breach of this Agreement. DocuPal Demo, LLC reserves the right to terminate this Agreement if ACME-1 violates these use restrictions.

Confidentiality

Definition of Confidential Information

This agreement defines "Confidential Information" as any non-public information disclosed by DocuPal Demo, LLC to ACME-1. This includes, but is not limited to, the online course content, pricing structures, and business strategies related to the course.

Obligations

ACME-1 agrees to protect the confidentiality of DocuPal Demo, LLC's Confidential Information. ACME-1 will use the same degree of care to protect the Confidential Information as it uses to protect its own similar confidential information, but not less than reasonable care. ACME-1 will only use the Confidential Information for the purpose of utilizing the licensed online course. Disclosure of Confidential



Information is restricted to ACME-1's employees or consultants who have a need to know and who are bound by confidentiality obligations at least as protective as those contained herein.

Exclusions

The obligations of confidentiality will not apply to information that: (a) is or becomes publicly available through no fault of ACME-1; (b) was already known to ACME-1 without restriction prior to its disclosure by DocuPal Demo, LLC; or (c) is independently developed by ACME-1 without use of DocuPal Demo, LLC's Confidential Information.

Term

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

Term and Termination

Term Length

This Online Course Licensing Agreement will begin on 2025-08-09 and continue for a period of three (3) years.

Renewal

This Agreement will not automatically renew at the end of its initial term. Any renewal will require a written agreement signed by both DocuPal Demo, LLC and ACME-1. This must occur at least thirty (30) days before the end of the initial term.

Termination

Termination for Cause

Either party may terminate this Agreement if the other party materially breaches its obligations. The party seeking termination must provide written notice. The breaching party then has thirty (30) days to cure the breach. If the breach is not cured within that time, the Agreement may be terminated.



DocuPal Demo, LLC can terminate this agreement if ACME-1 fails to make payments as per the agreed schedule.

Termination for Insolvency

Either party may terminate this Agreement immediately upon written notice if the other party becomes insolvent. This includes situations such as bankruptcy, liquidation, or assignment for the benefit of creditors.

Effects of Termination

Upon termination of this Agreement for any reason, ACME-1 must immediately cease all use of the online course content. ACME-1 will also return all copies of the content to DocuPal Demo, LLC. This includes electronic and physical copies. ACME-1 will confirm in writing that all content has been returned or destroyed.

Warranties and Disclaimers

DocuPal Demo, LLC warrants that it has the right to license the online course content to ACME-1. We also warrant that the course content does not infringe upon the intellectual property rights of any third party.

Accuracy of Content

DocuPal Demo, LLC warrants that the course content is accurate and up-to-date to the best of its knowledge as of the date of this agreement. However, the field of study covered by the online course is constantly evolving, and DocuPal Demo, LLC cannot guarantee that the content will remain accurate indefinitely.

Disclaimer of Liability

ACME-1 acknowledges that DocuPal Demo, LLC provides the online course on an "as is" basis. DocuPal Demo, LLC disclaims all other warranties, express or implied, including but not limited to warranties of merchantability and fitness for a particular purpose. DocuPal Demo, LLC will not be liable for any indirect, incidental, consequential, or special damages arising out of or in connection with this agreement or the use of the online course. This includes, but is not limited to, damages for loss of profits, data, or goodwill.



Indemnification

Indemnification by ACME-1

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, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to ACME-1's use of the licensed online course content. This includes, but is not limited to, claims related to ACME-1's modifications, alterations, or unauthorized distribution of the course materials.

Indemnification by DocuPal Demo, LLC

DocuPal Demo, LLC will indemnify, defend, and hold harmless ACME-1, its officers, directors, employees, and agents from and against any and all third-party claims, liabilities, damages, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to any claim that the licensed online course content infringes upon any third party's intellectual property rights.

Indemnification Procedures

The indemnified party must provide prompt written notice to the indemnifying party of any claim subject to indemnification. The indemnifying party will have the right to control the defense and settlement of any such claim, with counsel of its choosing. The indemnified party will cooperate fully with the indemnifying party in the defense of such claim. The indemnifying party will not be liable for any settlement entered into by the indemnified party without the indemnifying party's prior written consent.

Limitation of Liability

Docupal Demo, LLC will not be liable to ACME-1 for any indirect, special, incidental, or consequential damages. This includes, but is not limited to, loss of profits, revenue, data, or use. This limitation applies whether such damages arise from breach of contract, tort, or any other legal theory.



Liability Cap

Docupal Demo, LLC's total liability to ACME-1 under this agreement is capped. The maximum amount Docupal Demo, LLC will be required to pay will not exceed the total amount ACME-1 paid to Docupal Demo, LLC under this agreement. This limitation applies regardless of the basis of the claim. It also applies even if Docupal Demo, LLC has been advised of the possibility of such damages.

Exclusions

Consequential damages are explicitly excluded. Docupal Demo, LLC will not be responsible for any losses that are a consequence of ACME-1's actions or inactions related to the online course. This includes any business interruptions or lost opportunities.

Dispute Resolution

In the event of any dispute arising out of or relating to this Agreement, the parties shall first attempt to resolve the dispute through good faith negotiation and mediation.

Mediation

If a dispute arises related to this Agreement, ACME-1 and Docupal Demo, LLC agree to first try to resolve it through mediation. The parties will jointly select a mutually acceptable mediator. The mediation will be held in Anytown, California, unless both parties agree to a different location. Each party will bear its own costs associated with the mediation, and the parties will share equally the fees and expenses of the mediator. If mediation does not resolve the dispute within sixty (60) days of the initial mediation session, either party may pursue arbitration as described below.

Arbitration

Any dispute that cannot be resolved through mediation shall be submitted to binding arbitration in Anytown, California. Arbitration shall be conducted in accordance with the rules of the American Arbitration Association. The arbitrator's decision shall be final and binding on both parties. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The



costs of the arbitration, including arbitrator fees, shall be shared equally by the parties, unless the arbitrator determines that one party is the prevailing party, in which case the prevailing party shall be entitled to recover its costs and reasonable attorney's fees. Arbitration is mandatory.

Governing Law and Jurisdiction

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. The exclusive jurisdiction and venue for any legal action or proceeding arising out of or relating to this Agreement shall be in the state and federal courts located in Delaware. Both ACME-1 and Docupal Demo, LLC consent to the jurisdiction of those courts for such purposes.

Miscellaneous Provisions

Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions will continue in full force and effect. The invalid or unenforceable provision will be replaced by a valid and enforceable provision that comes closest to expressing the intention of the original provision.

Entire Agreement

This Agreement constitutes the entire agreement between Docupal Demo, LLC and ACME-1 relating to the subject matter herein. It supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between Docupal Demo, LLC and ACME-1 with respect to the Online Course.

Waiver

No waiver of any provision of this Agreement is effective unless it is in writing and signed by the party waiving the right. A waiver of any right or remedy on one occasion will not be deemed a waiver of such right or remedy on any other occasion.



Assignment

ACME-1 may not assign its rights or obligations under this Agreement without the prior written consent of Docupal Demo, LLC.

Notices

All notices and other communications under this Agreement must be in writing and will be deemed to have been duly given when (a) sent by email or (b) delivered by certified mail, return receipt requested, to the respective addresses of Docupal Demo, LLC and ACME-1 as set forth in this Agreement.

Force Majeure

Neither party will be liable for any failure to perform its obligations under this Agreement if such failure is caused by any act of God, war, civil unrest, strike, or other event beyond such party's reasonable control (each, a "Force Majeure Event"). The affected party will provide prompt written notice to the other party of the Force Majeure Event and will use commercially reasonable efforts to overcome the effects of the Force Majeure Event. If a Force Majeure Event continues for more than thirty (30) days, either party may terminate this Agreement upon written notice to the other party.

Signatures

This Online Course Licensing Agreement becomes effective on the date of the last signature below. By signing, both DocuPal Demo, LLC and ACME-1 agree to all the terms and conditions outlined in this document. Both parties acknowledge that electronic signatures are acceptable and carry the same legal weight as handwritten signatures.

DocuPal Demo, LLC

Signed: _____

Name:

Title:



Date: _____

ACME-1

Signed: _____

Name:

Title:

Date: _____

