

Table of Contents

Introduction and Parties	4
Introduction	4
Parties	4
DocuPal Demo, LLC	4
Acme, Inc	4
Scope of 3D Printing Services	4
Types of Services	5
Limitations	5
Expected Outputs	5
Pricing and Payment Terms	6
Pricing Structure	6
Invoicing and Payment Schedule	6
Payment Methods	6
Late Payment	6
Intellectual Property Rights	7
Ownership of Designs	7
Ownership of 3D Printed Products	7
License Grant	7
Protection of Intellectual Property	7
Infringement	8
Confidentiality and Non-Disclosure	8
Definition of Confidential Information	8
Obligations of Confidentiality	8
Permitted Disclosures	8
Exclusions	9
Delivery and Acceptance	9
Delivery Schedule	9
Delivery Methods	9
Acceptance Criteria	9
Inspection and Rejection	10
Acceptance Confirmation	10
Warranties and Liability	10
Warranty Coverage	10



Limitation of Liability	11
Term and Termination	11
Termination	11
Dispute Resolution	12
Negotiation	12
Mediation	12
Force Majeure	13
Notification of Force Majeure	13
Compliance with Laws	13
Monitoring Compliance	13
Governing Law	13
Indemnification	13
General Indemnity	14
Scope of Indemnity	14
Notice and Cooperation	14
Miscellaneous Provisions	14
Entire Agreement	14
Amendments	15
Notices	15
Severability	15
Governing Law	15
Force Majeure	15
Signatures and Execution	15
Execution	16
About Us (Reusable Block)	16
About Docupal Demo, LLC	16
Company Profile and Capabilities	17
Portfolio and Case Studies (Reusable Block)	17
Portfolio and Case Studies	17
Project Examples	18
Client Success Stories	18
Visual Portfolio	18
Confidentiality	19



Introduction and Parties

Introduction

This 3D Printing Services Agreement (the "Agreement") outlines the terms and conditions under which DocuPal Demo, LLC will provide 3D printing services to Acme, Inc. This Agreement aims to clearly define the scope of services, pricing, ownership of designs, confidentiality obligations, delivery schedules, acceptance criteria, warranties, liabilities, termination conditions, dispute resolution methods, force majeure clauses, governing law, indemnification responsibilities, modification procedures, and notice delivery methods. By entering into this Agreement, both parties acknowledge their rights and obligations concerning the 3D printing services provided.

Parties

DocuPal Demo, LLC

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 ("DocuPal"), is a provider of 3D printing services.

Acme, Inc

Acme, Inc, a business organized under the laws of the United States, with its principal place of business at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA ("ACME-1"), is the recipient of the 3D printing services provided under this Agreement.

Scope of 3D Printing Services

DocuPal Demo, LLC will provide ACME-1 with 3D printing services as described in this agreement. These services include prototyping, production of parts, and design assistance. The specific details of each project, including design specifications,



materials, quantities, and delivery schedules, will be outlined in individual project statements of work.

Types of Services

- **Prototyping:** DocuPal Demo, LLC will create prototype parts based on ACME-1's designs. This allows ACME-1 to test and refine designs before full production.
- **Production of Parts:** DocuPal Demo, LLC will produce final parts in specified quantities, meeting ACME-1's required specifications.
- **Design Assistance:** DocuPal Demo, LLC can provide design assistance to optimize parts for 3D printing. This includes advice on material selection and design modifications.

Limitations

The services provided are subject to the limitations of available 3D printing technology and materials. DocuPal Demo, LLC will inform ACME-1 of any such limitations that may affect a project. We will use reasonable efforts to accommodate ACME-1's requests within these limitations.

Expected Outputs

The expected outputs of the 3D printing services include:

- Dimensionally accurate parts according to provided specifications.
- Parts made from the materials selected by ACME-1 or as otherwise agreed upon.
- Parts that meet the agreed-upon quality standards.
- Timely delivery of parts as per the project schedule outlined in the statement of work.

DocuPal Demo, LLC will perform quality checks to ensure that the parts meet the agreed-upon specifications before delivery. ACME-1 will have the opportunity to inspect and accept the parts upon delivery.



Pricing and Payment Terms

Pricing Structure

Docupal Demo, LLC will provide 3D printing services to ACME-1 based on a pricing structure that considers several factors. These include the type and amount of material used, the total printing time required, the complexity of the design being printed, and any post-processing requirements necessary to complete the job. Detailed pricing information, specific to each project, will be outlined in **Appendix A** of this agreement. Each project's cost will be calculated based on these factors to ensure fair and transparent pricing.

Invoicing and Payment Schedule

Docupal Demo, LLC will invoice ACME-1 for services rendered. ACME-1 agrees to remit payment within thirty (30) days of the invoice date. All invoices will clearly state the services provided, the corresponding costs, and the due date for payment. ACME-1 should direct any invoice inquiries to the Docupal Demo, LLC accounts receivable department.

Payment Methods

Docupal Demo, LLC accepts payments via credit card, bank transfer, and company check. For credit card payments, ACME-1 will provide the necessary card details and authorization for charges. For bank transfers, Docupal Demo, LLC will supply the required banking information. Checks should be made payable to Docupal Demo, LLC and mailed to 23 Main St, Anytown, CA 90210.

Late Payment

In the event that ACME-1 fails to make payment within thirty (30) days of the invoice date, Docupal Demo, LLC reserves the right to assess 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 law, whichever is lower. Continued failure to remit payment may result in the suspension of services and further legal action to recover the outstanding debt.



Intellectual Property Rights

Ownership of Designs

ACME-1 retains all rights, title, and interest in and to the designs it provides to Docupal Demo, LLC for 3D printing services. This includes, but is not limited to, any intellectual property rights associated with the designs, such as patents, copyrights, trademarks, and trade secrets. Docupal Demo, LLC acknowledges that ACME-1's designs are proprietary and confidential.

Ownership of 3D Printed Products

ACME-1 will own the final 3D printed products resulting from the services provided under this Agreement, provided that ACME-1 owns or has the right to use the designs. Docupal Demo, LLC makes no claim to ownership of the printed products. ACME-1 is responsible for ensuring that it has all necessary rights to the designs used for 3D printing.

License Grant

Docupal Demo, LLC grants to ACME-1 a non-exclusive license to use the 3D printed products for ACME-1's intended purpose. This license is limited to the use of the products as they are delivered and does not grant ACME-1 any rights to modify, reverse engineer, or create derivative works from the designs or the 3D printed products, except as otherwise agreed in writing.

Protection of Intellectual Property

Docupal Demo, LLC will take all reasonable steps to protect ACME-1's intellectual property rights. This includes maintaining the confidentiality of ACME-1's designs and preventing unauthorized access to or use of the designs. Docupal Demo, LLC will also ensure that its employees and subcontractors are aware of and comply with these obligations.



Infringement

ACME-1 is responsible for ensuring that its designs do not infringe upon the intellectual property rights of any third party. ACME-1 will indemnify and hold Docupal Demo, LLC harmless from any claims, damages, or expenses arising out of any such infringement.

Confidentiality and Non-Disclosure

Definition of Confidential Information

For the purposes of this Agreement, "Confidential Information" means any non-public, proprietary information disclosed by one party (the "Disclosing Party") to the other party (the "Receiving Party"), whether disclosed orally or disclosed in written, electronic, or other form, relating to the Disclosing Party's business, including, but not limited to, design specifications, business plans, customer data, and pricing 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 of a similar nature, but in no event less than reasonable care. The Receiving Party shall limit access to the Disclosing Party's Confidential Information to its employees, contractors, and agents who have a need to know such information for the purpose of performing their obligations or exercising their rights under this Agreement and who are bound by confidentiality obligations no less protective than those contained herein.

Permitted Disclosures

The Receiving Party may disclose Confidential Information if required to do so by law, regulation, or court order, provided that the Receiving Party provides the Disclosing Party with prompt written notice of such requirement prior to disclosure, to the extent permitted by law, and reasonably cooperates with the Disclosing Party in opposing such disclosure or seeking a protective order or other appropriate relief.



Exclusions

Confidential Information shall not include information that: (a) is or becomes generally available to the public other than as a result of disclosure by the Receiving Party or its representatives; (b) was available to the Receiving Party on a non-confidential basis prior to its disclosure by the Disclosing Party; (c) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information; or (d) is rightfully received by the Receiving Party from a third party without restriction on disclosure.

Delivery and Acceptance

Delivery Schedule

Docupal Demo, LLC and ACME-1 will agree upon delivery deadlines for each individual project. These deadlines will be formally documented within the applicable project scope or purchase order. Docupal Demo, LLC will make every reasonable effort to meet the agreed-upon delivery dates.

Delivery Methods

The delivery of printed items will be carried out via shipping or local pickup, as agreed upon by both parties for each project. Shipping costs, if applicable, will be the responsibility of ACME-1, unless otherwise specified in the project agreement. Docupal Demo, LLC will ensure that all items are properly packaged to prevent damage during transit.

Acceptance Criteria

Acceptance of the delivered items by ACME-1 is contingent upon meeting the following criteria:

- **Dimensional Accuracy:** The printed items must adhere to the dimensional specifications outlined in the approved design documents, within industry-standard tolerances.
- **Material Quality:** The materials used in the printing process must conform to the agreed-upon material specifications, free from defects that could compromise the item's functionality or integrity.



- **Adherence to Design:** The printed items must accurately reflect the design specifications, including surface finish, color, and any other relevant aesthetic or functional requirements.

Inspection and Rejection

Upon delivery, ACME-1 will inspect the printed items to ensure they meet the acceptance criteria. ACME-1 has the right to reject any items that fail to meet these criteria. Notification of rejection must be provided to Docupal Demo, LLC in writing within *[insert number]* business days of delivery. The written notification must detail the specific reasons for rejection. If items are rejected, Docupal Demo, LLC will, at its option, either repair or replace the rejected items within a reasonable timeframe, or provide a refund for the rejected items. The timeframe for repair or replacement will be mutually agreed upon.

Acceptance Confirmation

Final acceptance will be confirmed by ACME-1 through a written acceptance notice. This confirmation indicates that the delivered items meet all specified requirements and that ACME-1 is satisfied with the delivered products.

Warranties and Liability

Warranty Coverage

DocuPal Demo, LLC warrants that all 3D printed items delivered to ACME-1 will conform to the specifications agreed upon in the applicable Statement of Work. This warranty remains in effect for a period of thirty (30) days from the date of delivery. Should any defects in materials or workmanship be discovered during this period, ACME-1 must notify DocuPal Demo, LLC in writing, detailing the nature of the defect.

DocuPal Demo, LLC's sole obligation under this warranty is, at its option, to either repair or replace the defective 3D printed items. This warranty does not apply to defects resulting from:

- Improper use or handling by ACME-1.
- Unauthorized modifications or repairs.
- Normal wear and tear.



- External causes such as accidents, abuse, or other actions beyond DocuPal Demo, LLC's control.

This warranty is exclusive and in lieu of all other warranties, whether express or implied, including any implied warranties of merchantability or fitness for a particular purpose.

Limitation of Liability

To the maximum extent permitted by applicable law, DocuPal Demo, LLC shall not be liable to ACME-1 for any indirect, incidental, consequential, special, or punitive damages arising out of or related to this Agreement or the 3D printing services provided, even if DocuPal Demo, LLC has been advised of the possibility of such damages. These excluded damages include, but are not limited to, loss of profits, loss of use, loss of data, and business interruption.

In no event shall DocuPal Demo, LLC's total liability to ACME-1 for any and all claims arising out of or related to this Agreement exceed the total amount paid by ACME-1 to DocuPal Demo, LLC for the specific 3D printing services that gave rise to the claim. This limitation of liability applies regardless of the form of action, whether in contract, tort, or any other legal theory. ACME-1 acknowledges and agrees that this limitation of liability is a material term of this Agreement and a reasonable allocation of risk.

Term and Termination

This Agreement will begin on August 9, 2025, and continue for one year. After the initial year, this Agreement will automatically renew. This renewal will occur for successive one-year terms.

Termination

Either party can terminate this Agreement. To do so, written notice must be provided 30 days before the desired termination date.

Early Termination

ACME-1 or Docupal Demo, LLC may terminate this Agreement early under the following circumstances:



- **Breach of Contract:** If either party fails to meet its obligations as defined in this Agreement.
- **Insolvency:** If either party becomes insolvent or enters into bankruptcy proceedings.
- **Failure to Pay:** If ACME-1 fails to pay Docupal Demo, LLC according to the agreed-upon payment schedule. In the event of early termination, any outstanding payments for services already rendered will become immediately due.

Dispute Resolution

Docupal Demo, LLC and ACME-1 agree to resolve any disputes through good faith negotiation. Both parties will attempt to resolve disagreements quickly and efficiently.

Negotiation

If a dispute arises, both parties will first try to resolve it informally. This involves direct communication between representatives of Docupal Demo, LLC and ACME-1. Both parties will share all relevant information. The goal is to reach a mutually agreeable solution.

Mediation

If negotiation fails, both parties agree to attempt mediation. A neutral third party mediator will be selected. The mediator will help facilitate discussions. The mediator will not make a decision for the parties. Instead, the mediator assists in finding common ground. Both parties will share the costs of mediation equally. Mediation must occur before either party pursues legal action.

Force Majeure

Neither DocuPal Demo, LLC nor ACME-1 will be liable for delays or failures in performance. This applies when such issues arise from circumstances beyond their reasonable control. These circumstances include, but aren't limited to, acts of God, war, government regulations, or labor strikes. Natural disasters also fall under this category.



Notification of Force Majeure

If a force majeure event occurs, the affected party must notify the other in writing. This notification must happen within 10 days of the event's occurrence. The notice should detail the event and its expected impact on performance.

Compliance with Laws

Docupal Demo, LLC and ACME-1 will each comply with all applicable federal, state, and local laws, ordinances, regulations, and codes in connection with the performance of its obligations under this Agreement.

Monitoring Compliance

Docupal Demo, LLC will monitor compliance through regular audits and quality control checks. These checks will ensure that the 3D printing services meet the required legal and regulatory standards.

Governing Law

This Agreement is governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles. Both parties agree to adhere to these legal standards.

Indemnification

General Indemnity

Acme, Inc. will indemnify and hold harmless DocuPal Demo, LLC, its officers, directors, employees, and agents from and against any and all claims, losses, damages, liabilities, costs, and expenses (including reasonable attorney's fees) arising out of or relating to the use of the 3D printed products. This indemnification includes, but is not limited to, claims for personal injury, property damage, or economic loss.



Scope of Indemnity

This indemnification obligation applies regardless of whether such claims are based on breach of contract, tort (including negligence), strict liability, or any other legal theory. However, Acme, Inc. is not required to indemnify DocuPal Demo, LLC for claims arising out of DocuPal Demo, LLC's gross negligence or willful misconduct. This means ACME-1 is responsible for any issues that arise from how the printed products are used.

Notice and Cooperation

In the event of any claim subject to indemnification under this Agreement, DocuPal Demo, LLC will promptly notify Acme, Inc. in writing. DocuPal Demo, LLC will reasonably cooperate with Acme, Inc. in the defense of any such claim. Acme, Inc. will have the sole right to control the defense and settlement of any claim, provided that Acme, Inc. will not settle any claim without DocuPal Demo, LLC's prior written consent, which will not be unreasonably withheld.

Miscellaneous Provisions

Entire Agreement

This Agreement constitutes the entire agreement between Docupal Demo, LLC and ACME-1 relating to the 3D printing services described herein. It supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the parties with respect to the subject matter of this Agreement.

Amendments

No modification, amendment, or waiver of any provision of this Agreement will be effective unless it is in writing and signed by authorized representatives of both Docupal Demo, LLC and ACME-1.

Notices

All notices and other communications under this Agreement must be in writing. Notices will be considered duly given when delivered via email and certified mail to the addresses listed in this Agreement, or to such other address as either party may



designate in writing from time to time.

Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain 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.

Governing Law

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

Force Majeure

Neither party shall be liable for any failure to perform its obligations under this Agreement if such failure is caused by acts of God, war, terrorism, civil unrest, labor disputes, fire, flood, or other events beyond the reasonable control of such party. The affected party shall notify the other party promptly of such event and shall use commercially reasonable efforts to mitigate the impact of such event.

Signatures and Execution

This 3D Printing Services Agreement becomes effective when both parties sign it.

Execution

DocuPal Demo, LLC and Acme, Inc. agree to the terms and conditions outlined in this Agreement. By signing below, both parties acknowledge their understanding and acceptance of these terms.

Signatures

DocuPal Demo, LLC

By: _____



Name: [Authorized Signatory Name]

Title: [Title]

Date: 2025-08-09

Acme, Inc.

By: _____

Name: [Authorized Signatory Name]

Title: [Title]

Date: 2025-08-09

Instructions: Each party should sign and date this agreement in the spaces provided above. Upon signing by both DocuPal Demo, LLC and Acme, Inc., this 3D Printing Services Agreement will be considered fully executed and legally binding. Each party should retain a copy of the fully executed agreement for their records.

About Us (Reusable Block)

About Docupal Demo, LLC

Docupal Demo, LLC, a United States company located at 23 Main St, Anytown, CA 90210, provides 3D printing services. Our base currency is USD. We focus on delivering high-quality 3D printed parts and prototypes to meet diverse client needs.

Company Profile and Capabilities

Docupal Demo, LLC is a leading provider of additive manufacturing solutions. We specialize in transforming digital designs into tangible objects using cutting-edge 3D printing technology. Our expertise spans a wide range of industries, including aerospace, automotive, medical, and consumer goods.

Our state-of-the-art facility houses a diverse array of 3D printers. These printers support various materials, such as polymers, metals, and composites. This enables us to produce parts with varying mechanical properties, resolutions, and sizes. We



are committed to innovation and continually invest in the latest advancements in 3D printing technology. This ensures we remain at the forefront of the industry.

Our team comprises experienced engineers, designers, and technicians. They possess deep expertise in all aspects of the 3D printing process. From initial design consultation to final part inspection, we provide comprehensive support to our clients. We work closely with them to understand their specific requirements and develop customized solutions that meet their needs.

Quality is at the core of everything we do. We adhere to strict quality control procedures throughout the entire manufacturing process. This ensures that every part we produce meets the highest standards of accuracy, consistency, and durability. We are dedicated to providing our clients with reliable and cost-effective 3D printing solutions that help them accelerate product development, reduce manufacturing costs, and gain a competitive edge.

Portfolio and Case Studies (Reusable Block)

Portfolio and Case Studies

DocuPal Demo, LLC maintains a portfolio showcasing our 3D printing capabilities and successful collaborations. This section provides examples of past projects and client success stories to illustrate our expertise and commitment to delivering high-quality results.

Project Examples

We have completed various 3D printing projects across diverse industries. These include:

- **Prototyping:** Creating functional prototypes for ACME-1 to test product designs before mass production.
- **Custom Parts Manufacturing:** Producing custom components for machinery and equipment, ensuring precise fit and optimal performance.
- **Architectural Modeling:** Developing detailed architectural models for design visualization and presentations.



- **Medical Devices:** 3D printing customized medical devices tailored to individual patient needs.

Client Success Stories

Our clients have achieved significant benefits through our 3D printing services.

- **ACME-1:** By using our rapid prototyping services, ACME-1 reduced its product development cycle by 30% and lowered prototyping costs by 40%. This accelerated time to market and improved product quality.
- **[Fictional Client 1]:** [Fictional Client 1] utilized our custom parts manufacturing services to create specialized components for their machinery. This resulted in a 20% increase in efficiency and reduced downtime.
- **[Fictional Client 2]:** [Fictional Client 2] partnered with us for architectural modeling, enabling them to present realistic visualizations to clients, leading to increased sales and client satisfaction.

Visual Portfolio

[Note: This section would typically include images or links to visuals showcasing completed projects. Due to the limitations of this text-based format, visual elements cannot be directly embedded. Instead, descriptions of potential visuals are provided.]

- **Image 1:** A high-resolution image of a prototype 3D printed for ACME-1. The caption would highlight the precision and detail achieved in the prototype.
- **Image 2:** A photograph of custom parts manufactured for [Fictional Client 1], showcasing the quality and durability of the components.
- **Image 3:** A rendering of an architectural model created for [Fictional Client 2], illustrating the level of detail and accuracy in the model.
- **Image 4:** A close-up shot of a customized medical device, emphasizing the intricate design and functionality.

Confidentiality

We respect client confidentiality and will only showcase projects with prior written consent. Specific details about certain projects may be limited to protect sensitive information. We are happy to provide more detailed case studies and references upon request, subject to confidentiality agreements.

