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Introduction and Purpose

This Drone Services Agreement ("Agreement") is made as of August 9, 2025, by and between Docupal Demo, LLC, a company organized in the United States, with its principal address at 23 Main St, Anytown, CA 90210 ("Provider"), and Acme, Inc, a business organized in the United States, with its principal address at 3751 Illinois Avenue, Wilsonville, Oregon - 97070 ("Client").

Purpose

The purpose of this Agreement is to define the terms and conditions under which Provider will deliver drone services to Client, focusing on aerial photography and videography. These services are intended for Client's marketing purposes.

Definitions

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

- **"Drone Services"** means the aerial photography and videography services provided by Provider using drones.
- **"Data"** means any images, videos, or other information collected or created by Provider during the provision of Drone Services.
- **"Operator"** means the individual(s) employed or contracted by Provider who will operate the drones.
- **"Client"** means Acme, Inc, the recipient of the Drone Services.
- **"Effective Date"** means August 9, 2025, the date this Agreement becomes effective.

Scope of Services

Docupal Demo, LLC will provide ACME-1 with comprehensive drone services, encompassing drone operation, a licensed operator, aerial photography, aerial videography, and data processing. These services are limited to the state of California.



Deliverables

ACME-1 will receive high-resolution images and video footage captured during the drone operations. Docupal Demo, LLC will process the captured data to ensure optimal quality for ACME-1's marketing purposes.

Timelines

Docupal Demo, LLC will deliver the processed high-resolution images and video footage to ACME-1 within 7 business days following the date of capture.

Service Details

Docupal Demo, LLC's services include:

- **Aerial Photography:** Capturing still images from aerial perspectives to showcase properties, events, or landscapes.
- **Aerial Videography:** Recording video footage from aerial perspectives for promotional videos, documentaries, or event coverage.
- **Data Processing:** Refining and optimizing the captured images and videos to ensure the delivery of high-quality visual assets.
- **Licensed Operator:** A certified and experienced drone operator will conduct all flights, ensuring compliance with safety regulations and operational requirements.
- **Drone Provision:** Docupal Demo, LLC will supply all necessary drone equipment for the execution of the services.

Geographic Limitations

All drone services provided under this agreement will be performed within the geographical boundaries of the state of California. Any services requested outside of this area will require a separate agreement.



Regulatory Compliance and Flight Permissions

DocuPal Demo, LLC will comply with all applicable regulations from the Federal Aviation Administration (FAA). This includes operating under relevant FAA guidelines for commercial drone operations.

FAA Waivers and Local Permits

DocuPal Demo, LLC is responsible for securing any necessary FAA waivers for the planned drone services. Acme, Inc. will obtain all required local permits related to access to the properties where the drone operations will occur.

Legal Changes

DocuPal Demo, LLC will monitor changes in applicable laws and regulations. If changes occur that materially affect this agreement, DocuPal Demo, LLC will notify Acme, Inc. promptly. Both parties will then renegotiate the terms of this agreement in good faith to accommodate the new legal requirements.

Insurance and Risk Allocation

Insurance Requirements

DocuPal Demo, LLC will maintain, at its own expense, a commercial general liability insurance policy with a minimum coverage of \$1,000,000 (USD) per occurrence and \$2,000,000 (USD) in aggregate. This insurance will cover liabilities arising from the operation of drone services under this Agreement. Acme, Inc. will maintain its standard business insurance coverage, appropriate for its operations at the service locations.

Liability

DocuPal Demo, LLC's liability for any damages caused by the negligence of its drone operators is limited to the coverage amount of its insurance policy, as stated above. Acme, Inc. assumes liability for any risks associated with the site conditions and



operational environment that are under its control. This includes ensuring a safe operating environment and providing accurate information about potential hazards.

Indemnification

DocuPal Demo, LLC will indemnify, defend, and hold harmless Acme, Inc., its officers, directors, employees, and agents from and against any and all claims, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or resulting from the negligent acts or omissions of DocuPal Demo, LLC in the performance of its services under this Agreement.

Acme, Inc. will indemnify, defend, 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 attorneys' fees) arising out of or resulting from any misrepresentation of the site conditions or operational environment provided to DocuPal Demo, LLC.

Payment Terms and Pricing

The client, ACME-1, will compensate Docupal Demo, LLC for drone services as follows.

Pricing Structure

Docupal Demo, LLC will charge ACME-1 \$500 per flight hour. Post-processing services are billed at \$100 per hour.

Payment Schedule

ACME-1 will make payments according to the following schedule:

- 50% of the total estimated cost is due upon signing this agreement.
- The remaining 50% is due upon delivery of the final product.

Late Payment

Payments exceeding 30 days past the due date will incur a late fee. This late fee is 5% per week on the outstanding balance.



Invoicing

Docupal Demo, LLC will provide invoices to ACME-1. Invoices will detail the services rendered, the corresponding hours, and the total amount due. Payment terms will be clearly stated on each invoice.

Intellectual Property Rights

Ownership of Data

Acme, Inc. will own all raw data, images, video footage, and other materials (collectively, "Data") captured or created by DocuPal Demo, LLC's drone services under this Agreement. This includes exclusive ownership of all copyrights and other intellectual property rights in the Data.

License Grant to Acme, Inc.

DocuPal Demo, LLC grants to Acme, Inc. an exclusive, perpetual, worldwide license to use, reproduce, distribute, modify, and display the Data for any marketing purposes.

License Grant to DocuPal Demo, LLC

DocuPal Demo, LLC retains a non-exclusive license to use the Data solely for its internal business purposes. These purposes are limited to showcasing its work in portfolios, demonstrations, and marketing materials.

Confidentiality

DocuPal Demo, LLC will treat all Data as confidential and will not share it with any of Acme, Inc.'s direct competitors. DocuPal Demo, LLC will implement reasonable security measures to protect the Data from unauthorized access or disclosure.



Confidentiality and Data Protection

Docupal Demo, LLC and ACME-1 acknowledge that during the term of this Agreement, each party may have access to confidential information of the other party. Confidential information includes, but is not limited to, customer lists, pricing strategies, unpublished marketing plans, and raw data collected during drone services.

Handling of Confidential Information

Both parties agree to protect the confidentiality of the other party's information with the same degree of care they use to protect their own confidential information, but no less than reasonable care. Confidential information will only be used for the purpose of fulfilling the obligations outlined in this Agreement.

Data Privacy

Docupal Demo, LLC will comply with all applicable data protection laws, including the California Consumer Privacy Act (CCPA). We will implement appropriate technical and organizational measures to ensure the security and confidentiality of personal data. These measures include data encryption, limited access protocols, and comprehensive employee training on data protection practices. Raw data obtained during the drone services will be handled securely and in accordance with industry best practices to protect ACME-1's data privacy.

Termination and Remedies

Termination

Termination Rights

Either party may terminate this Agreement with thirty (30) days written notice to the other party. DocuPal Demo, LLC, may terminate this Agreement if Acme, Inc. fails to make payments as required. Either party can terminate this agreement if the other party breaches its obligations under this agreement. Further, DocuPal Demo, LLC, may terminate this agreement if changes in laws or regulations make providing the services illegal or infeasible.



Effect of Termination

Upon termination of this Agreement for any reason, Acme, Inc. will pay DocuPal Demo, LLC for all services performed and expenses incurred up to the date of termination.

Remedies

Remedies for Breach

In the event of a material breach of this Agreement, the non-breaching party will be entitled to seek all available legal and equitable remedies. These remedies may include, but are not limited to, specific performance and monetary damages. Each party shall continue to perform its obligations under this agreement even if a dispute arises, unless and until the agreement is terminated as provided herein.

Dispute Resolution and Governing Law

Dispute Resolution Process

Docupal Demo, LLC and ACME-1 will first attempt to resolve any disputes informally. If a dispute arises related to this Agreement, the parties will escalate the issue to their respective senior management. These managers will have thirty (30) days to resolve the dispute.

If senior management cannot resolve the dispute, the parties agree to participate in non-binding mediation. A mutually agreed-upon mediator will conduct the mediation in Anytown, California. If mediation fails, any unresolved dispute will be settled by binding arbitration. The arbitration will occur in accordance with the rules of the American Arbitration Association. The arbitrator's decision will be final and binding.

Governing Law

The laws of the State of California govern this Agreement. This includes its interpretation and enforcement, without regard to conflict of laws principles. The parties agree that any legal action or proceeding relating to this Agreement must be



brought in the state or federal courts located in California. Both parties consent to the exclusive jurisdiction and venue of those courts.

Miscellaneous Provisions

Amendments

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

Force Majeure

Neither party shall be liable for any failure to perform its obligations under this Agreement if such failure is caused by the occurrence of any event beyond the reasonable control of such party, including, without limitation, natural disasters, government regulations, or equipment malfunction.

Assignment

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

Notices

All notices and other communications under this Agreement must be in writing. Notices will be considered duly given when delivered via certified mail or email to the addresses listed in this agreement.

Governing Law

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



Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect. The parties agree to renegotiate any such provision in good faith to achieve the original intent as closely as possible.

Entire Agreement

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

