DOCUPAL

Docupal Demo, LLC

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Scope of Services

DocuPal Demo, LLC ("Producer") will provide ACME-1 ("Client") with document creation, review, and management services. These services are designed to support ACME-1's operational needs by ensuring accurate, well-organized, and readily accessible documentation. Our services specifically exclude legal advice or any services falling outside the realm of professional document management.

Deliverables and Deadlines

The expected deliverables include finalized documents and regular progress reports. Specific deadlines for each project will be outlined in detailed project schedules provided to ACME-1 at the commencement of each project. These schedules will be mutually agreed upon and will serve as the benchmarks for project completion.

Scope Changes

Any changes to the scope of services must be submitted in writing and are subject to approval by both parties. Approved changes may affect project timelines and associated costs. The Producer will provide a revised schedule and cost estimate for approval before implementing any changes.

Fees and Payment Terms

DocuPal Demo, LLC will charge for services rendered to ACME-1 based on the following fee structure:

- **Hourly Rate:** $150 per hour.
- **Project-Based Fees:** As mutually agreed upon for specific projects.

DocuPal Demo, LLC will submit invoices to ACME-1, and payments are due within thirty (30) days of the invoice date. ACME-1 will make all payments via bank transfer to the account specified on the invoice. Late payments will incur a late payment fee of 1.5% per month on the outstanding balance.

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Client Responsibilities

ACME-1 will provide Docupal Demo, LLC with accurate and complete data necessary for the execution of the services outlined in this Agreement. ACME-1 is responsible for providing timely feedback on deliverables submitted by Docupal Demo, LLC. ACME-1 must adhere to agreed-upon deadlines for delivering data and feedback to ensure project timelines are met. ACME-1 will also ensure Docupal Demo, LLC has appropriate access to ACME-1 personnel and resources required for the successful completion of the services.

Service Provider Obligations

DocuPal Demo, LLC commits to providing document services to ACME-1 with professional diligence. We will perform all services to meet industry standards for accuracy and completeness. DocuPal Demo, LLC will adhere to agreed-upon deadlines for all deliverables. We will comply with all applicable laws and regulations related to the services provided.

Communication and Reporting

DocuPal Demo, LLC will hold weekly progress meetings with ACME-1 to discuss project status, address any concerns, and ensure alignment. In addition to meetings, we will provide monthly written reports summarizing work completed, milestones achieved, and any challenges encountered.

Confidentiality

Both Docupal Demo, LLC and ACME-1 agree to protect each other's confidential information. This includes client data, business strategies, and any proprietary information shared during the term of this Agreement. Each party will keep confidential information secure. Neither party will disclose confidential information to any third party. This obligation remains in effect both during and after the termination of this Client Service Agreement.

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Intellectual Property Rights

Ownership of Deliverables

ACME-1 will own all rights, title, and interest in and to the final deliverables produced under this Agreement. This includes all intellectual property rights associated with those deliverables upon final payment.

DocuPal Demo, LLC's Intellectual Property

DocuPal Demo, LLC retains ownership of all pre-existing intellectual property rights in its tools, methodologies, and software used to create the deliverables. Nothing in this Agreement transfers ownership of DocuPal Demo, LLC's intellectual property to ACME-1.

License Grant

DocuPal Demo, LLC grants to ACME-1 a non-exclusive, perpetual, and royalty-free license to use the deliverables for its internal business purposes.

Intellectual Property Rights on Termination

Upon termination of this Agreement, ACME-1 will retain ownership of the intellectual property rights in the final deliverables for which DocuPal Demo, LLC has received full payment.

Liability and Indemnification

Liability

Each party remains responsible for its own acts of negligence or those of its employees, agents, or subcontractors.

Limitation of Liability

DocuPal Demo, LLC's total liability to ACME-1 for any claim arising out of or relating to this Agreement will not exceed the total fees paid by ACME-1 to DocuPal Demo, LLC under this Agreement. This limitation applies regardless of the form of action, whether in contract, tort, or otherwise.

Indemnification

ACME-1 agrees to indemnify, defend, and hold harmless DocuPal Demo, LLC, its officers, directors, employees, agents, and subcontractors 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 ACME-1's use of the services provided under this Agreement, or ACME-1's breach of this Agreement.

Term and Termination

This Agreement will start on 2025-07-30 and continue for an initial term of one (1) year. After the initial term, this Agreement will automatically renew for successive one (1) year terms.

Termination

Either party may terminate this Agreement by providing thirty (30) days written notice to the other party.

Dispute Resolution

DocuPal Demo, LLC and ACME-1 agree to resolve disputes through good-faith negotiation. If negotiation fails, both parties will attempt to resolve any controversy or claim arising out of or relating to this Agreement through mediation in California. Mediation is required before either party initiates legal action. The laws of California govern this agreement, including dispute resolution proceedings.

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Force Majeure

DocuPal Demo, LLC, located at 23 Main St, Anytown, CA 90210, USA, and Acme, Inc ("ACME-1"), located at 3751 Illinois Avenue, Wilsonville, Oregon – 97070, USA, understand that neither party will be liable for delays or failures in performance resulting from events beyond their reasonable control.

Definition

Such events, known as "force majeure," include, but are not limited to:

- Acts of God (e.g., natural disasters such as floods, earthquakes, or severe storms)
- War
- Terrorism
- Riots
- Embargoes
- Strikes
- Governmental regulations

Notification

If a force majeure event occurs, the affected party must promptly notify the other party. This notification should include details about the event and its anticipated impact on performance.

Impact on Obligations

During a force majeure event, the obligations of both DocuPal Demo, LLC and ACME-1 may be suspended to the extent they are affected by the event. The affected party will make reasonable efforts to mitigate the impact of the force majeure event and resume performance as soon as reasonably possible. DocuPal Demo, LLC, based in the United States, and ACME-1, also based in the United States, agree to act in good faith during any period of force majeure.

Amendments and Modifications

This Client Service Agreement may be amended or modified at any time. All changes require a formal written agreement. This agreement must be duly signed by authorized representatives of both Docupal Demo, LLC and ACME-1. This ensures mutual understanding and consent regarding the alterations. No other form of modification will be recognized or enforced.

Notices

All notices regarding this Client Service Agreement must be in writing. Notices can be delivered by email or certified mail.

Designated Contacts

For DocuPal Demo, LLC, send notices to John Doe. For Acme, Inc, direct notices to Jane Smith.

Notice Delivery

Notices are effective upon receipt. Delivery is considered complete when sent to the addresses or email addresses provided by each party. Each party must promptly notify the other of any changes to their contact information.

Governing Law and Jurisdiction

This Client Service Agreement will be governed by and construed in accordance with the laws of the State of California. Any legal action or proceeding arising out of or relating to this Agreement shall be brought exclusively in the courts of California. Both Docupal Demo, LLC and ACME-1 consent to the personal jurisdiction of these courts.

Independent Contractor Status

DocuPal Demo, LLC functions as an independent contractor, not an employee of ACME-1. This agreement does not establish an employer-employee relationship. DocuPal Demo, LLC will maintain complete control over its methods and operations. ACME-1 is not liable for the withholding, payment, or reporting of any taxes, contributions, or deductions related to DocuPal Demo, LLC's compensation. DocuPal Demo, LLC is solely responsible for all such obligations, including but not limited to income tax, self-employment tax, social security, and worker's compensation.

Entire Agreement

This Client Service Agreement constitutes the entire agreement. It embodies the complete understanding between DocuPal Demo, LLC and ACME-1. This agreement supersedes all prior negotiations, representations, and communications. This includes all oral or written, relating to the subject matter herein. It fully defines all rights and obligations between the parties.

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