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Incubator Program Overview

Docupal Demo, LLC, located at its headquarters, Innovation Hub, 123 Main Street, Anytown, USA, will conduct the incubator program. The program is designed to accelerate the growth of early-stage startups like Innovate Solutions Inc., founded by Alice Smith and Bob Johnson.

Program Goals

The key goals of this 12-month incubator program include:

- Accelerating startup growth.
- Securing funding opportunities.
- Achieving market validation.

Program Duration and Milestones

The program will run for 12 months and will be structured around key milestones:

- **Month 3:** Prototype completion.
- **Month 6:** Securing seed funding.
- **Month 12:** Initial market launch.

Resources and Mentorship

Innovate Solutions Inc. will have access to resources and mentorship, including:

- Access to co-working space at Docupal Demo, LLC.
- Mentorship from industry experts.
- Workshops on business development.
- Introductions to potential investors.

Terms and Conditions

This section outlines the terms and conditions governing the Startup Incubator Agreement between Docupal Demo, LLC ("Incubator") and the participating startup ("Startup"). Both parties agree to adhere to these terms throughout the incubation



period.

Startup Commitments

The Startup commits to dedicating its full-time efforts to the development and growth of its business during the incubation period. This includes active participation in all scheduled program activities, workshops, and mentorship sessions organized by the Incubator. The Startup will provide monthly progress reports to the Incubator, detailing key milestones achieved, challenges encountered, and planned activities for the following month. Furthermore, the Startup must submit quarterly financial statements to the Incubator for review and assessment.

Incubator Obligations

Docupal Demo, LLC will provide the resources, mentorship, and networking opportunities as described in this agreement. This support is designed to assist the Startup in achieving its defined goals and objectives. The Incubator will make commercially reasonable efforts to connect the Startup with potential investors, partners, and customers.

Exclusivity

During the term of this Agreement, the Startup agrees to work exclusively with Docupal Demo, LLC within its specific market sector. The Startup shall not engage in any similar incubator or accelerator programs without the prior written consent of the Incubator.

Intellectual Property

Each party retains ownership of its pre-existing intellectual property. Any intellectual property created by the Startup during the incubation period will be owned solely by the Startup. However, the Startup grants to the Incubator a non-exclusive, royalty-free license to use the Startup's name and logo for promotional purposes related to the incubator program.



Confidentiality

Both parties agree to hold confidential any proprietary or confidential information disclosed by the other party during the term of this Agreement. This obligation of confidentiality will survive the termination of this Agreement. Information will not be considered confidential if it is already publicly available, or becomes publicly available through no fault of the receiving party, or is received from a third party without any obligation of confidentiality.

Termination

The Incubator may terminate this Agreement if the Startup fails to meet its commitments or violates any of the terms and conditions outlined herein. The Startup may terminate this Agreement with thirty (30) days written notice to the Incubator. Upon termination, all rights and obligations of the parties will cease, except for those that expressly survive termination, such as confidentiality.

Compliance

The Startup is responsible for ensuring its compliance with all applicable laws and regulations. This includes, but is not limited to, tax laws, employment laws, and securities laws. The Startup will indemnify and hold harmless the Incubator from any and all claims, damages, or liabilities arising out of the Startup's failure to comply with applicable laws and regulations.

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. Any dispute arising out of or relating to this Agreement shall be resolved through binding arbitration in Anytown, California, in accordance with the rules of the American Arbitration Association.



Services and Support Provided

Mentoring and Advisory Services

Docupal Demo, LLC will provide startups with weekly one-on-one mentoring sessions. Startups will be paired with assigned mentors based on their specific needs. Access to our network of advisors will also be available. This network includes experts in law, finance, and marketing.

Workspace and Equipment

Startups will receive dedicated desk space at 23 Main St, Anytown, CA 90210. Access to shared equipment will be provided. This includes printers, scanners, and meeting rooms. These resources are intended to support daily operational needs.

Legal, Financial, and Marketing Support

Startups can access legal consultations to address legal matters. Financial planning advice will be available to assist with financial management. Marketing strategy support will be offered to help develop effective marketing plans.

Progress Tracking and Service Effectiveness

Docupal Demo, LLC will track the progress of startups through regular reports. Milestone tracking will be implemented to measure achievements. Feedback surveys will be used to assess the effectiveness of our services. This data will inform adjustments to better support participating startups.

Equity and Investment Terms

Docupal Demo, LLC will receive an equity stake in exchange for its incubator services. This section outlines the specifics of that equity and any potential future investment.



Equity Stake

Docupal Demo, LLC will be granted 5% of the Startup's equity. This equity stake is based on a pre-money valuation of \$500,000.

Anti-Dilution Provisions

To protect Docupal Demo, LLC's equity stake, standard anti-dilution provisions will apply. These provisions ensure that the percentage ownership is not excessively diluted by future issuances of stock at a lower valuation.

Future Investment

Docupal Demo, LLC may consider participating in future funding rounds of the Startup. However, any such participation is at Docupal Demo, LLC's sole discretion. Docupal Demo, LLC is under no obligation to invest in future rounds.

Confidentiality and Non-Disclosure

Docupal Demo, LLC, located at 23 Main St, Anytown, CA 90210, and the Startup (the "Parties") acknowledge that during the term of this Startup Incubator Agreement, each Party may have access to confidential information belonging to the other Party. This section outlines the obligations concerning the use and protection of such confidential information.

Definition of Confidential Information

Confidential Information includes, but is not limited to, business plans, financial information, customer data, and proprietary technology. It also encompasses any information disclosed by either Party to the other, either directly or indirectly, in writing, orally, or by inspection of tangible objects, which is designated as "Confidential" or which, under the circumstances, should reasonably be understood to be confidential.



Non-Disclosure Obligations

Both Parties agree not to disclose the other Party's Confidential Information to any third party without prior written consent. Each Party shall protect the other Party's Confidential Information with the same degree of care it uses to protect its own confidential information, but no less than reasonable care. Disclosure is restricted to those employees, agents, or consultants who have a need to know the Confidential Information for the purpose of this Agreement and who are bound by similar confidentiality obligations.

Exceptions

The obligations of confidentiality shall not apply to information that: (a) is or becomes publicly available through no fault of the receiving Party; (b) was already known to the receiving Party prior to its disclosure by the disclosing Party; or (c) is required to be disclosed by law or court order, provided that the receiving Party provides the disclosing Party with prompt notice of such requirement and reasonably cooperates with the disclosing Party in seeking a protective order or other appropriate remedy.

Term

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

Intellectual Property Rights

Ownership of Developed IP

The Startup retains full ownership of all Intellectual Property (IP) created or developed during their participation in the Startup Incubator Program. Docupal Demo, LLC makes no claim to ownership of any IP developed by the Startup during the program.



Pre-Existing IP

Each party retains ownership of their respective pre-existing Intellectual Property. This agreement does not alter the ownership of any IP that existed prior to the Startup's entry into the program.

License Grant

The Startup grants to Docupal Demo, LLC a non-exclusive license to use the Startup's IP. This license is solely for promotional purposes related to the Startup Incubator Program. Docupal Demo, LLC will not use the Startup's IP for any other purpose without prior written consent from the Startup.

The license granted to Docupal Demo, LLC is limited in scope. It allows Docupal Demo, LLC to showcase the Startup's participation and achievements within the program. The Startup maintains all other rights to their IP, including the right to license, sell, or otherwise exploit their IP independently.

IP Rights Upon Termination

Upon termination of this agreement, the Startup retains all rights and ownership of their Intellectual Property, subject to the non-exclusive license granted to Docupal Demo, LLC during the program's term. The license granted to Docupal Demo, LLC for promotional purposes will continue according to the terms outlined in this agreement, even after termination.

Payment and Fees

Docupal Demo, LLC will provide incubator services as described in this Agreement in exchange for the fees outlined below. There are no upfront fees associated with this Agreement.

Monthly Fee

The Startup will pay Docupal Demo, LLC a monthly fee of \$500 USD. This fee covers the Startup's use of Docupal Demo, LLC's resources, including but not limited to, office space, equipment, and mentorship. This fee is not tied to milestones or equity.



Payment Terms

The monthly fee is due on the first day of each month, beginning on [Date - one month from today]. Payments must be made in US dollars (USD) via [Specify Payment Method, e.g., ACH transfer, wire transfer, or check] to Docupal Demo, LLC. Late payments may result in suspension of services. Continued non-payment may result in termination of this Agreement, as outlined in the Termination clause.

Reimbursement of Expenses

Docupal Demo, LLC may incur certain expenses on behalf of the Startup. These expenses require pre-approval by the Startup. Docupal Demo, LLC will provide receipts or other documentation for all reimbursable expenses. Approved expenses will be added to the next monthly invoice and are due according to the standard payment terms.

Term and Termination

Initial Term and Renewal

This Startup Incubator Agreement will begin on August 9, 2025. The initial term is twelve (12) months. The agreement may be renewed for one (1) additional term of six (6) months. Renewal requires written agreement from both Docupal Demo, LLC, and the Startup. This written agreement must be completed prior to the end of the initial term.

Termination

Termination for Breach

Either Docupal Demo, LLC, or the Startup may terminate this Agreement if the other party materially breaches its obligations. The party seeking termination must provide written notice. This notice must detail the nature of the breach. The breaching party will have thirty (30) days to cure the breach after receiving notice. If the breach is not cured within thirty (30) days, the agreement will terminate automatically.

Termination for Convenience



Either Docupal Demo, LLC, or the Startup can terminate this Agreement for any reason. The terminating party must provide thirty (30) days written notice to the other party. The termination will be effective thirty (30) days after the date of the notice.

Post-Termination Obligations

Upon termination of this Agreement, several obligations will continue:

- **Confidentiality:** All confidentiality obligations outlined in this Agreement will survive termination. Both parties must continue to protect the other's confidential information.
- **Intellectual Property:** The Startup retains full ownership of all its pre-existing and newly developed intellectual property. Docupal Demo, LLC, makes no claim to this intellectual property upon termination.

All other rights and obligations will cease upon the effective date of termination. Each party will return or destroy the other's property as directed. This includes all confidential information.

Reporting and Evaluation

The Startup will provide monthly progress reports to DocuPal Demo, LLC. These reports will follow a standardized template supplied by DocuPal Demo, LLC. The reports are due on the last day of each month, commencing on 2025-09-30.

Key Performance Indicators

DocuPal Demo, LLC will evaluate the Startup's performance based on the following KPIs:

- Revenue growth
- User acquisition
- Successful achievement of agreed-upon milestones



Report Review and Feedback

The Program Director at DocuPal Demo, LLC, will review and approve all submitted reports. Feedback will be provided to the Startup through regular meetings, and written comments on the progress reports. The Startup is expected to incorporate this feedback into its ongoing activities.

Reporting Schedule

The reporting schedule is outlined below:

Liability and Indemnification

Limitation of Liability

DocuPal Demo, LLC will not be liable for any business decisions made by the startup during or after their participation in the incubator program. DocuPal Demo, LLC's liability under this Agreement shall be limited to the amount of fees paid by the startup to DocuPal Demo, LLC.

Indemnification

The startup agrees to 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 attorneys' fees) arising out of or relating to the startup's operations, breach of this Agreement, or violation of any law or regulation. This indemnification obligation survives the termination of this Agreement.

Insurance

The startup shall maintain, at its own expense, general liability insurance with commercially reasonable coverage limits. The startup will provide DocuPal Demo, LLC with proof of such insurance upon request and will name DocuPal Demo, LLC as an additional insured on the policy.



Dispute Resolution

Any dispute arising out of or relating to this Agreement shall be resolved through good faith negotiation between the parties. If the parties are unable to resolve the dispute through negotiation, they agree to submit the dispute to mediation before resorting to litigation. The mediation shall take place in Anytown, CA.

Dispute Resolution

Docupal Demo, LLC and Innovate Solutions Inc. aim to resolve any disputes quickly and amicably.

Escalation

If a dispute arises, both parties will first escalate the issue to their respective senior management. This provides an opportunity for resolution at a higher level.

Mediation

If escalation fails to resolve the dispute, the parties agree to participate in non-binding mediation. Mediation is a mandatory step before initiating arbitration.

Arbitration

If mediation is unsuccessful, any unresolved dispute will be settled by binding arbitration. The arbitration will take place in Anytown, USA. The decision reached during arbitration will be final and legally binding on both parties.

Miscellaneous Provisions

Amendments

This Agreement may be amended only by a written instrument signed by both parties. Any modification must be in writing to be effective.



Assignment

Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party. Any unauthorized assignment is void.

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. The parties agree that any legal action or proceeding arising out of or relating to this Agreement must be brought in a court of competent jurisdiction in Delaware.

Notices

All notices and other communications under this Agreement must be in writing and are considered given when:

- Delivered personally;
- Sent by certified mail, return receipt requested; or
- Sent by email.

Notices sent to Docupal Demo, LLC, must be sent to:

23 Main St, Anytown, CA 90210

Notices sent via email must be sent to legal@docupaldemo.com

Either party may change its address for notification purposes by giving notice to the other party pursuant to this section.

Signatures and Execution

This Startup Incubator Agreement becomes effective on August 7, 2024.

DocuPal Demo, LLC and Innovate Solutions Inc. agree to the terms and conditions outlined in this Agreement.

Signatures

DocuPal Demo, LLC



By:

John Doe, CEO

Date: _____

Innovate Solutions Inc.

By:

Alice Smith, CEO

Date: _____

Electronic signatures are permitted and will have the same force and effect as original signatures. No witness signatures are required for this Agreement to be effective.

