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Scope of Services

Docupal Demo, LLC ("Consultant") will provide expert consulting services to Acme, Inc ("Client") related to software development. The Consultant will offer advice, guidance, and support to enhance the Client's software development processes and capabilities. The Consultant will not be responsible for the day-to-day management of the Client's software development team.

Specific Services

The Consultant will perform the following services:

- **Software Development Best Practices:** Advise the Client on industry-standard software development methodologies, tools, and techniques.
- **Code Reviews:** Conduct thorough reviews of the Client's existing and newly developed code to identify potential bugs, security vulnerabilities, and areas for improvement.
- **Software Module Design:** Assist in the design and architecture of new software modules, ensuring scalability, maintainability, and adherence to best practices.

Deliverables and Milestones

The Consultant will deliver the following items and meet the corresponding milestones:

Deliverable	Due Date
Initial Assessment Report	Within two weeks
Detailed Design Document	By week six
Functional Prototype	By week twelve

- **Initial Assessment Report:** Within two weeks of the agreement's effective date, the Consultant will provide a comprehensive report assessing the Client's current software development practices, identifying strengths, weaknesses, and opportunities for improvement.



- **Detailed Design Document:** By week six, the Consultant will deliver a detailed design document for the new software module, outlining its architecture, functionality, and interfaces. This document will serve as a blueprint for the development team.
- **Functional Prototype:** By week twelve, the Consultant will provide a functional prototype of the new software module, demonstrating its core functionality and user interface. This prototype will allow the Client to evaluate the design and provide feedback.

Client Responsibilities

To ensure the successful completion of the services, the Client will:

- Provide the Consultant with access to necessary code repositories, documentation, and personnel.
- Respond to the Consultant's inquiries in a timely manner.
- Provide feedback on deliverables as requested.
- Ensure all information shared is accurate.

Payment Terms

DocuPal Demo, LLC will receive a fixed consulting fee of \$20,000 USD for the services described in this Agreement. Payments will be made in installments, each tied to the successful completion and ACME-1's approval of specific milestones.

Milestone Payments

ACME-1 will remit payments to DocuPal Demo, LLC within fifteen (15) days of approving each milestone deliverable. Payments shall be made via electronic funds transfer to the bank account designated by DocuPal Demo, LLC.

The payment schedule is as follows:

Milestone	Payment Amount (USD)
Completion of Milestone 1	\$5,000
Completion of Milestone 2	\$5,000
Completion of Milestone 3	\$5,000



Milestone	Payment Amount (USD)
Final Project Completion and Approval	\$5,000

Late Payment

A late payment penalty of one and a half percent (1.5%) per month will be applied to any invoice amount that remains outstanding for more than thirty (30) days from the date of ACME-1's approval of the relevant milestone deliverable.

Confidentiality

Both Docupal Demo, LLC and ACME-1 acknowledge that during the term of this Agreement, each may have access to confidential information belonging to the other party. Confidential information includes, but is not limited to, non-public data related to business operations, customer information, financial details, and software code.

Scope of Confidentiality

All information disclosed by one party to the other, or learned during the term of this Agreement, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, will be protected. This includes, without limitation, business plans, marketing strategies, customer lists, and technical specifications.

Obligations

Both Docupal Demo, LLC and ACME-1 agree to protect the other party's confidential information with the same degree of care that they use to protect their own confidential information, but no less than a reasonable degree of care. Neither party will disclose the other's confidential information to any third party without prior written consent. Access to confidential information will be limited to those 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 known through no fault of the receiving party; (b) is received from a third party without any breach of confidentiality obligations; or (c) is independently developed by the receiving party without use of or reference to the disclosing party'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.

Intellectual Property Rights

Ownership of Work Product

ACME-1 will own all right, title, and interest in and to the work product created as a result of the services provided under this Agreement. DocuPal Demo, LLC agrees that all work product is "work made for hire" within the meaning of the United States Copyright Act. To the extent that any work product does not qualify as work made for hire, DocuPal Demo, LLC hereby assigns to ACME-1 all right, title, and interest in and to such work product.

Pre-Existing Intellectual Property

DocuPal Demo, LLC retains all rights, title, and interest in and to its pre-existing intellectual property. This includes any tools, methodologies, or other materials that DocuPal Demo, LLC owned or used prior to this Agreement.

License Grant to ACME-1

DocuPal Demo, LLC grants to ACME-1 a perpetual, non-exclusive license to use any of DocuPal Demo, LLC's pre-existing intellectual property that is incorporated into the work product. This license allows ACME-1 to fully utilize the work product for its internal business purposes. This license will be effective upon the commencement date.



DocuPal Demo, LLC's Rights

Except as expressly granted in this agreement, DocuPal Demo, LLC retains all rights to its intellectual property. ACME-1 acknowledges that it gains no ownership or other rights to DocuPal Demo, LLC's pre-existing IP, other than the limited license described above.

Term and Termination

Term

This Agreement will begin on January 1, 2024, and will continue for a period of one year, unless it is terminated earlier as described in this section.

Termination

Termination for Cause

Either party can terminate this Agreement if the other party materially breaches its terms and fails to correct the breach within 30 days after receiving written notice of the breach.

Termination Without Cause by Client

Acme, Inc. may terminate this agreement without cause by providing Docupal Demo, LLC with 30 days written notice.

Effect of Termination

Upon termination of this Agreement for any reason, Docupal Demo, LLC will immediately stop providing services. Acme, Inc. will pay Docupal Demo, LLC for all services performed and expenses incurred up to the termination date, according to the payment terms outlined in this Agreement. Both parties will return or destroy any confidential information of the other party, as requested. Any terms that by their nature are ongoing, such as confidentiality and ownership, will continue after the agreement ends.



Indemnification

DocuPal Demo, LLC ("Indemnitor") shall indemnify, defend, and hold harmless Acme, Inc. ("Indemnitee"), its officers, directors, employees, and agents from and against any and all liabilities, losses, damages, costs, and expenses (including reasonable attorney's fees) arising out of or resulting from the Indemnitor's negligence or willful misconduct in the performance of services under this Agreement.

Scope of Indemnification

This indemnification obligation encompasses, but is not limited to, claims, demands, or actions arising from:

- Bodily injury, sickness, disease, or death.
- Damage to or loss of tangible property.
- Violation of any applicable laws, regulations, or ordinances.

Indemnification Procedure

The Indemnitee shall promptly notify the Indemnitor in writing of any claim or demand for which indemnification is sought. The Indemnitor shall have the right to control the defense and settlement of any such claim, provided that the Indemnitee shall have the right to participate in the defense at its own expense. The Indemnitee shall reasonably cooperate with the Indemnitor in the defense of any such claim.

Non-Compete and Non-Solicitation

Non-Compete

During the term of this Agreement and for a period of six (6) months following its termination, Consultant agrees not to engage in any business or activity that directly competes with the business of ACME-1. This restriction applies within the United States, where ACME-1 conducts its business. Direct competition includes, but is not limited to, providing services similar to those provided under this Agreement to ACME-1's direct competitors.



Non-Solicitation

Consultant agrees that during the term of this Agreement and for a period of one (1) year following its termination, Consultant will not, directly or indirectly, solicit, recruit, or attempt to solicit or recruit any employee of ACME-1 to terminate their employment with ACME-1. Consultant further agrees not to solicit or attempt to solicit any customer or client of ACME-1 to discontinue its business relationship with ACME-1. This non-solicitation provision applies to all employees, customers, and clients of ACME-1 as of the date of termination of this Agreement.

Conflict of Interest

DocuPal Demo, LLC will avoid any conflict of interest during the term of this agreement. A conflict of interest includes providing consulting services to a direct competitor of ACME-1.

Disclosure Requirements

DocuPal Demo, LLC will disclose any potential conflict of interest to ACME-1 in writing. This disclosure must occur within five days of DocuPal Demo, LLC becoming aware of the conflict. The disclosure will include all relevant details of the potential conflict. ACME-1 will review the disclosure and decide how to proceed.

Prohibited Engagements

DocuPal Demo, LLC will not engage in any work that creates a conflict of interest with ACME-1's business without prior written consent from ACME-1. This includes, but is not limited to, working for direct competitors of ACME-1. If a conflict arises, DocuPal Demo, LLC will take appropriate steps to resolve the conflict in a way that protects ACME-1's interests.

Dispute Resolution

Any dispute arising from or relating to this Agreement will be resolved through binding arbitration. The arbitration will be conducted in accordance with the rules of the American Arbitration Association.



Governing Law

The laws of the State of Delaware govern this Agreement. This includes matters of interpretation, validity, and performance.

Arbitration Process

If a dispute arises, either party may initiate arbitration by providing written notice to the other party. The parties will then select an arbitrator in accordance with the rules of the American Arbitration Association. The arbitration proceedings will take place in a location agreed upon by both parties, or, if no agreement can be reached, in a location determined by the arbitrator. The arbitrator's decision will be final and binding on both parties, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. Each party will bear its own costs and expenses of the arbitration, and the parties will share equally the fees and expenses of the arbitrator.

Representations and Warranties

Mutual Representations

Both Docupal Demo, LLC and ACME-1 represent and warrant the following:

- **Authority:** Each party has the full right, power, and authority to enter into this Consulting Agreement.
- **Binding Agreement:** This Consulting Agreement constitutes a valid and legally binding obligation of each party, enforceable in accordance with its terms.

Independent Contractor Status

Independent Contractor Relationship

DocuPal Demo, LLC is an independent contractor. Nothing in this Agreement should be construed to create an employer-employee relationship.



Responsibilities

DocuPal Demo, LLC will be solely responsible for all applicable federal, state, and local taxes. This includes income tax, self-employment taxes, and any other taxes or contributions required by law. Acme, Inc will not withhold any taxes from payments made to DocuPal Demo, LLC. DocuPal Demo, LLC is not entitled to any employee benefits from Acme, Inc, including but not limited to health insurance, retirement plans, or paid time off.

Amendments and Waivers

Amendments

This Agreement may be amended or modified only by a written instrument signed by both Docupal Demo, LLC and ACME-1. No modification will be effective unless it is in writing and signed by authorized representatives of both parties.

Waivers

No waiver of any term or condition of this Agreement will be valid unless in writing and signed by the party making the waiver. Failure by either party to enforce any provision of this Agreement or to exercise any right or remedy will not be construed as a waiver of future enforcement of that provision or of any other right or remedy.

Notices

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

Contact Information

DocuPal Demo, LLC

Notices for DocuPal Demo, LLC should be sent to:

- **Contact:** John Doe



- **Email:** johndoe@docupal.com
- **Address:** 23 Main St, Anytown, CA 90210, USA

Acme, Inc

Notices for Acme, Inc should be sent to:

- **Contact:** Jane Smith
- **Email:** janesmith@acme.com
- **Address:** 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA

Entire Agreement

This Agreement constitutes the entire agreement between Docupal Demo, LLC, and ACME-1. 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 of or amendment to this Agreement will be effective unless it is in writing and signed by authorized representatives of both Docupal Demo, LLC, and ACME-1.

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.

