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Introduction and Purpose

This Fixed-Price Contract (the "Agreement") is made and entered into as of August 9, 2025, by and between DocuPal Demo, LLC, a company organized and existing under the laws of the United States, with its principal place of business at 23 Main St, Anytown, CA 90210 ("DocuPal"), and Acme, Inc ("ACME-1"), a business entity organized under the laws of the United States, with its principal place of business at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA.

Objective

The purpose of this Agreement is to set forth the terms and conditions under which DocuPal will provide specific services to ACME-1 for a fixed price. This includes software development, consulting, and system integration projects as defined within the scope of work.

Scope

This Agreement details the complete understanding between DocuPal and ACME-1. It addresses key areas such as project scope, deliverables, payment schedules, individual responsibilities, risk allocation strategies, and methods for resolving potential disputes. Furthermore, it encompasses provisions regarding confidentiality, intellectual property rights, conditions for contract termination, and the governing law that presides over this agreement.

Scope of Work and Deliverables

DocuPal Demo, LLC will provide software development services to ACME-1, as detailed below. This fixed-price contract covers all tasks necessary to deliver the agreed-upon software and related materials. Any tasks not explicitly listed are outside the scope of this agreement.



Project Scope

This project involves the development and delivery of [insert brief project description here, e.g., a customer relationship management (CRM) system]. The project includes software design, coding, testing, and deployment, along with documentation and training.

Deliverables

DocuPal Demo, LLC will provide the following deliverables to ACME-1:

- **Software Deliverables:**
 - Executable software application.
 - Source code.
 - Installation scripts.
- **Documentation:**
 - User manuals.
 - Technical documentation for developers.
 - API documentation (if applicable).
- **Training Materials:**
 - Training manuals.
 - Video tutorials.
 - Sample data for training purposes.

Project Milestones

Project milestones will be defined in a detailed project schedule. This schedule will include specific completion criteria for each milestone. DocuPal Demo, LLC will provide regular progress reports to ACME-1, documenting the status of each milestone and outlining any potential issues. The key project milestones include:

1. **Requirements Gathering:** Completion of detailed requirements documentation.
2. **Design Phase:** Approval of the system design specifications.
3. **Development Phase:** Completion of coding and unit testing.
4. **Testing Phase:** Completion of system testing and user acceptance testing.
5. **Deployment:** Successful deployment of the software to the production environment.
6. **Training:** Completion of user training sessions.



Responsibilities and Limitations

DocuPal Demo, LLC is responsible for the timely and accurate completion of all tasks outlined in the project scope. ACME-1 is responsible for providing timely feedback and approvals, as well as ensuring access to necessary resources and personnel. This scope is limited to the deliverables explicitly mentioned above. Any additional features, functionalities, or services requested by ACME-1 that are not within the original scope will require a separate agreement and may incur additional costs.

Fixed Price and Payment Terms

The total fixed price for the services outlined in this contract is \$50,000 USD. This price encompasses all work, deliverables, and associated expenses detailed within the Scope of Work. ACME-1 will remit payments to DocuPal Demo, LLC according to the schedule outlined below.

Payment Schedule

Payments will be made in four installments, triggered by specific milestones and the final delivery:

- 1. Upfront Payment:** 25% (\$12,500) upon contract signing.
- 2. Milestone 1 Completion:** 25% (\$12,500) upon successful completion of Milestone 1, as defined in the Scope of Work.
- 3. Milestone 2 Completion:** 25% (\$12,500) upon successful completion of Milestone 2, as defined in the Scope of Work.
- 4. Final Delivery and Acceptance:** 25% (\$12,500) upon final delivery of all deliverables and written acceptance by ACME-1.

Invoicing Process

DocuPal Demo, LLC will submit invoices to ACME-1 upon completion of each milestone and for the final delivery. Each invoice will clearly state:

- Invoice number
- Date of issuance
- Amount due
- Description of the completed milestone or deliverable



- Payment due date (Net 30 days from the invoice date)
- DocuPal Demo, LLC's payment details (bank name, account number, routing number)

ACME-1 will remit payments within 30 days of the invoice date via wire transfer or ACH to the account specified on the invoice.

Early Completion Bonus and Delay Penalties

DocuPal Demo, LLC. is incentivized to complete the project ahead of schedule. ACME-1 may, at its discretion, award a bonus of up to 5% of the final payment, not exceeding \$625, should the project be completed more than 15 days before the agreed-upon completion date. Conversely, should delays occur due to factors within DocuPal Demo, LLC's control, penalties may be applied, not exceeding 5% of the final payment, or \$625. Penalties will not be applied for delays caused by ACME-1.

Contract Duration and Timeline

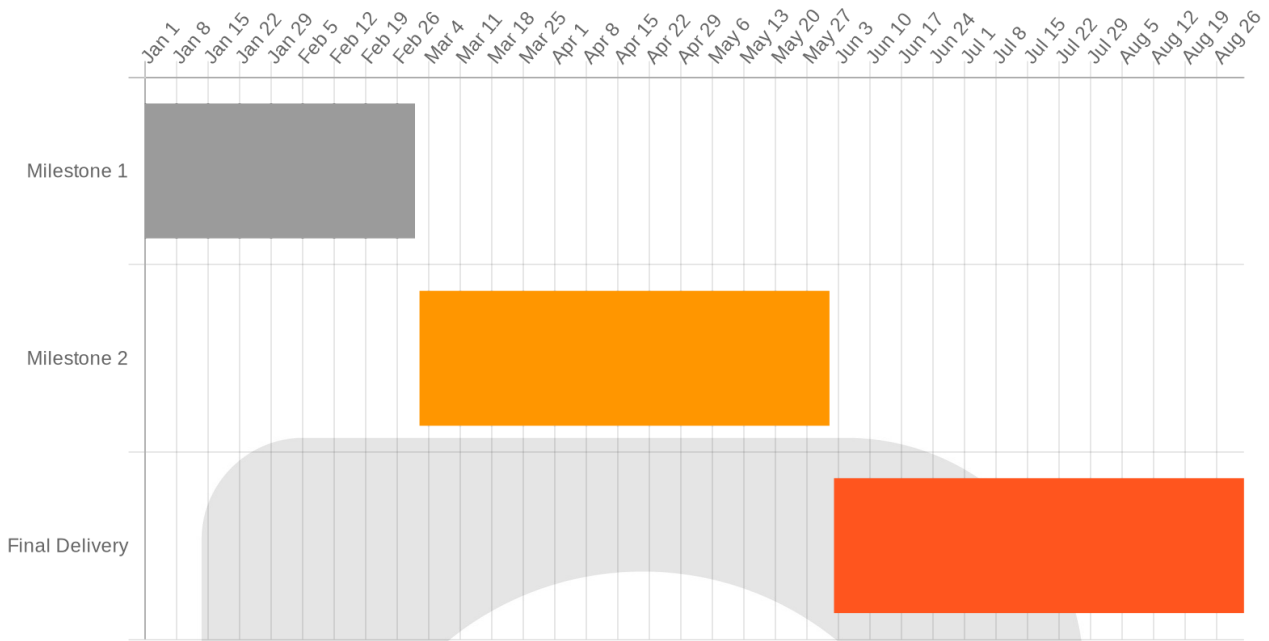
This fixed-price contract between DocuPal Demo, LLC and ACME-1 will begin on January 1, 2024, and will continue until December 31, 2024.

Project Timeline

ACME-1 and DocuPal Demo, LLC agree to the following key milestones and deadlines for the project:

- **Milestone 1:** March 1, 2024
- **Milestone 2:** June 1, 2024
- **Final Delivery:** September 1, 2024





Contract Extension

The term of this contract may be extended beyond December 31, 2024. Any extension requires a formal written agreement. This agreement must be signed by both DocuPal Demo, LLC and ACME-1. Contract extensions may be necessary if unforeseen circumstances arise, such as changes to the project scope. Any scope changes are subject to approval by both parties.

Roles and Responsibilities

DocuPal Demo, LLC will manage the project. This includes planning, execution, and monitoring of progress. DocuPal Demo, LLC will also provide skilled personnel. They will supply the necessary software development tools.

Acme, Inc. will provide clear project requirements to DocuPal Demo, LLC. Acme, Inc. will grant DocuPal Demo, LLC access to their systems as needed. Timely feedback on deliverables is expected from Acme, Inc.

Communication

Both parties will participate in weekly progress meetings. DocuPal Demo, LLC will document progress in weekly reports. These reports will be shared with Acme, Inc.



Change Management and Amendments

This section outlines the process for managing changes and amendments to this Fixed-Price Contract.

Change Requests

Either Docupal Demo, LLC or ACME-1 may initiate changes to the project scope, deliverables, or timeline. All change requests must be submitted in writing to the other party. The written request should detail the nature of the change, the rationale for the change, and the impact on the project's timeline and cost.

Amendment Process

No change will be effective unless documented through a formal written amendment to this contract. Any such amendment must reference this original contract and clearly state the specific changes being made. Both Docupal Demo, LLC and ACME-1 must approve and sign the amendment for it to become effective.

Change Order Limits and Renegotiation

Changes are expected to be within reasonable bounds considering the fixed-price nature of this contract. Cumulative changes that increase the total contract value by more than 10% will require a renegotiation of the contract terms, including the fixed price. Docupal Demo, LLC will notify ACME-1 when the cumulative changes are approaching this 10% threshold. The parties will then work together in good faith to agree upon revised terms.

Risk Management and Liability

Allocation of Risks

DocuPal Demo, LLC assumes the risk of project cost overruns. ACME-1 bears the risk associated with delays in providing timely feedback and approvals. Both parties agree to communicate promptly any potential risks that may arise during the project. They will cooperate to mitigate these risks.



Limitation of Liability

The total cumulative liability of DocuPal Demo, LLC to ACME-1 under this contract will not exceed the total contract value. This limitation applies to any claims arising from breach of contract, negligence, or any other cause of action. It does not apply to claims arising from gross negligence or willful misconduct. It also does not apply to DocuPal Demo, LLC's indemnification obligations.

Indemnification

DocuPal Demo, LLC will indemnify, defend, and hold harmless ACME-1. This indemnification covers ACME-1's officers, directors, employees, and agents. It applies to any third-party claims, demands, losses, damages, or expenses. These must arise out of or relate to DocuPal Demo, LLC's negligence in performing its obligations under this contract. ACME-1 must provide DocuPal Demo, LLC with prompt written notice of any claim. ACME-1 must also cooperate with DocuPal Demo, LLC in the defense of the claim. DocuPal Demo, LLC will have sole control over the defense and settlement of any claim. ACME-1 may participate in the defense at its own expense.

Confidentiality and Intellectual Property

Confidentiality

Both DocuPal Demo, LLC and ACME-1 agree to protect each other's confidential information. This includes, but isn't limited to, client data, trade secrets, and proprietary information. Neither party will disclose this information to third parties. This obligation survives the termination of this contract.

Intellectual Property

ACME-1 will own all work product and intellectual property created under this fixed-price contract. DocuPal Demo, LLC grants ACME-1 a perpetual, non-exclusive license to use the deliverables. This license allows ACME-1 to use, modify, and distribute the deliverables as needed.



Dispute Resolution and Governing Law

Dispute Resolution

Docupal Demo, LLC and ACME-1 will attempt to resolve any disputes arising under this Fixed-Price Contract through good faith negotiations. If these negotiations are unsuccessful, the parties will first attempt to resolve the dispute through mediation.

Mediation

If a dispute arises out of or relates to this contract, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration.

Arbitration

Any dispute that cannot be resolved through mediation will be settled by binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration will take place in a location agreed upon by both parties, or if no agreement is reached, in Delaware. The decision of the arbitrator(s) will be final and binding on both parties.

Governing Law

This Fixed-Price Contract will be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles.

Termination Conditions

This contract may be terminated by either Docupal Demo, LLC or ACME-1 under the following conditions.



Termination for Material Breach

Either party may terminate this contract if the other party commits a material breach of its obligations. A material breach includes, but is not limited to, failure to perform the services as specified, failure to make payments as agreed, or violation of confidentiality obligations.

Termination Process

The party seeking to terminate must provide written notice to the other party. This notice must specify the reason for termination and the effective date of termination. The notice period shall be thirty (30) days.

Consequences of Termination

Upon termination, ACME-1 shall pay Docupal Demo, LLC for all work completed and accepted up to the effective date of termination. Both parties must return all confidential information to the other party. Termination does not waive any other legal remedies available to either party.

Signatures and Execution

This Fixed-Price Contract shall become effective on the date of the last signature affixed below. By signing this contract, both DocuPal Demo, LLC and Acme, Inc. agree to all the terms and conditions outlined within. This agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Electronic signatures shall have the same force and effect as original signatures.

Execution

To acknowledge their agreement to the terms and conditions outlined in this Fixed-Price Contract, both parties will execute this document through their duly authorized representatives. Each representative's signature below signifies their understanding and acceptance of the obligations and responsibilities detailed herein.

DocuPal Demo, LLC



Signature:	
Name:	
Title:	
Date:	August 9, 2025

Acme, Inc

Signature:	
Name:	
Title:	
Date:	

