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# Introduction and Purpose

This Unit Price Contract (the "Contract") is made and entered into as of August 9, 2025, by and between Docupal Demo, LLC, a company located at 23 Main St, Anytown, CA 90210, USA ("Docupal") and Acme, Inc ("ACME-1"), located at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA.

This Contract establishes the terms and conditions under which Docupal will provide services to ACME-1. Payments will be made based on a pre-determined, fixed unit price for each unit of work completed.

## Unit Price Contract Explained

A Unit Price Contract is an agreement where ACME-1 pays Docupal a set price for every defined unit of work performed. This differs from a lump-sum contract, where a single price covers the entire project. This approach is particularly useful when the total amount of work required is not precisely known at the start of the project.

## Purpose of This Contract

The primary purpose of this Contract is to define the scope of work, payment terms, and conditions for the project, acknowledging that the exact quantities of work may fluctuate. This contract offers both ACME-1 and Docupal flexibility and ensures fair compensation based on actual work performed. It also establishes procedures for managing changes to the scope of work and resolving potential disputes.

# Scope of Work and Deliverables

This Unit Price Contract outlines the agreement between Docupal Demo, LLC ("Contractor") and Acme, Inc ("Client") for specific work to be performed. The contract is based on pre-agreed unit prices for defined units of work. Payment will be based on the actual quantities of completed work.



## Work Specifications

The scope of work encompasses **[insert detailed description of the project here. For example: the development and implementation of a new customer relationship management (CRM) system.]** To ensure clarity and avoid ambiguity, the following documentation is incorporated into this contract:

- Detailed specifications for each task
- Drawings and schematics (if applicable)
- Comprehensive descriptions of all work to be performed.

## Deliverables

The Contractor will deliver the following to the Client:

- **[List of specific deliverables. For example: Fully functional CRM software, User manuals, Training materials, Project status reports.]**
- Each deliverable must meet the specifications outlined in the attached documentation.
- The acceptance criteria for each deliverable will be **[describe acceptance criteria. For example: successful completion of user acceptance testing (UAT), Client sign-off on documentation.]**

## Unit Definition

The unit of work for this contract is defined as **[define unit of work. For example: hours of development, number of CRM modules developed, number of users trained.]** Each unit must be measurable and verifiable. Changes in scope quantities will be addressed by applying the pre-agreed unit prices to the revised quantities. The unit prices are listed in **Appendix A, Pricing Schedule**.

## Responsibilities

- The Contractor is responsible for completing all work according to the specifications and within a reasonable timeframe.
- The Client is responsible for providing timely feedback and approvals, as well as access to necessary resources and information.
- Both parties are responsible for communicating any issues or concerns promptly.



# Pricing Schedule and Unit Prices

This section details the unit prices for all defined work items under this Unit Price Contract between Docupal Demo, LLC and ACME-1. Payment will be based on the actual quantity of work performed, measured against these agreed-upon unit prices.

## Methodology

Unit prices have been established based on a comprehensive assessment of direct costs (labor, materials), indirect costs (overhead), and a reasonable profit margin. These prices are considered fixed for the duration of the contract, except where adjustments are explicitly allowed as described below.

## Unit Price Table

The following table provides a breakdown of the unit prices for key work items:

Work Item	Unit of Measure	Unit Price (USD)
System Design	Hour	150.00
Software Development	Hour	175.00
Testing & Quality Assurance	Hour	125.00
Project Management	Hour	130.00
Documentation	Page	25.00

## Price Adjustments

Price adjustments or escalations will be handled according to the following:

- **Escalation Clause:** Prices may be adjusted annually based on the US Bureau of Labor Statistics (BLS) Producer Price Index (PPI) for software development. The adjustment will be capped at 3% per year.
- **Change Orders:** Any changes to the scope of work that introduce new work items or significantly alter the effort required for existing items will be addressed through formal change orders. These change orders will include a revised pricing schedule for the affected items.



## Pricing Breakdown Example

The following chart illustrates an example pricing breakdown by work item for a hypothetical project phase:

## Payment Terms and Billing Procedures

ACME-1 will pay Docupal Demo, LLC based on the unit prices outlined in this contract. Payments will correspond to the actual quantities of work completed and accepted.

### Invoicing

Docupal Demo, LLC will submit invoices to ACME-1 on a [Specify Frequency, e.g., monthly] basis. Each invoice must include:

- Date of invoice
- Invoice number
- Docupal Demo, LLC's contact information
- ACME-1's purchase order number (if applicable)
- A detailed breakdown of the work completed during the billing period, including:
  - Description of each unit of work
  - Quantity completed
  - Unit price
  - Total amount due for that unit

Supporting documentation must accompany each invoice. This documentation includes daily logs, progress reports, and certified measurement records. These records will substantiate the quantities of work completed.

### Quantity Verification

ACME-1 will verify the quantities of completed work before processing payment. This verification will occur through on-site inspections, measurements, and approvals by authorized representatives of ACME-1. ACME-1 will notify Docupal Demo, LLC of any discrepancies within [Specify Number] days of invoice receipt.



## Payment Schedule

ACME-1 will make payments to Docupal Demo, LLC within [Specify Number] days of receiving an approved invoice. Payments will be made via [Specify Payment Method, e.g., wire transfer, check] to the account specified by Docupal Demo, LLC in writing.

## Disputes

If ACME-1 disputes any portion of an invoice, it will pay the undisputed amount and provide Docupal Demo, LLC with a written explanation of the disputed items. Both parties will then work in good faith to resolve the dispute.

## Contract Duration and Timeframes

This Unit Price Contract shall commence on 2025-08-09 and will continue in full force and effect until the completion of all services outlined within, unless terminated earlier as provided in this contract.

## Project Milestones

ACME-1 and Docupal Demo, LLC will establish mutually agreed upon milestones to track project progress. These milestones will be documented separately and attached as an addendum to this contract.

## Time Extensions and Delays

Clauses within this contract address potential delays. Excusable delays, such as those caused by inclement weather or unforeseen site conditions, may warrant an extension of the contract duration. Any request for a time extension must be submitted in writing, detailing the cause and the anticipated impact on the project timeline.

## Impact of Delays on Pricing

The contract includes mechanisms to address the impact of delays on unit prices. Adjustments to unit prices or extensions of time may be considered to compensate for increased costs incurred due to delays. All adjustments will require mutual





agreement and written documentation.

## Risk Allocation and Liability

This section outlines how risks are allocated between Docupal Demo, LLC and ACME-1. It also details the limitations of liability for each party.

### Risk Allocation

The unit price contract structure inherently shares quantity risk. ACME-1 bears the risk of needing more units than initially estimated. Docupal Demo, LLC, carries the risk of ACME-1 needing fewer units.

Unforeseen conditions will be addressed through a change order process. This process will fairly allocate the cost and schedule impacts of such conditions. Both parties will collaborate to mitigate negative impacts.

Disputes will be resolved through good faith negotiation. If negotiation fails, the parties agree to pursue mediation before resorting to litigation. The costs of mediation will be shared equally.

### Limitation of Liability

Neither party will be liable to the other for any indirect, incidental, consequential, special, or punitive damages arising out of or related to this contract. This limitation applies regardless of the cause of action. It includes, but is not limited to, breach of contract, tort, or any other legal theory.

Docupal Demo, LLC's total liability to ACME-1 under this contract will not exceed the total value of the contract. This limitation does not apply to damages arising from gross negligence or willful misconduct.

ACME-1's liability for payment of undisputed invoices is not subject to the limitations described above.

Errors or omissions are addressed through detailed review processes and contingency allowances in pricing. This reduces the risk of significant financial impact.





# Amendments and Change Orders

This section describes how changes to the contract will be handled. Modifications may be needed due to changes in project scope, unit prices, or timelines. Any significant change will require a formal contract amendment.

## Change Orders

All changes must be documented through written change orders. These orders will detail the specific changes to the work, cost, or schedule. Authorized representatives from both Docupal Demo, LLC and ACME-1 must sign these change orders to indicate their approval. No change is valid unless it is properly documented and approved in writing.

## Contract Amendments

Significant changes to the core terms of this agreement require a formal amendment. Amendments will be used for substantial modifications to the project's scope, pricing structure, or completion schedule. Any amendment must be in writing and signed by both parties.

## Dispute Resolution

If disagreements arise regarding proposed changes, both parties agree to first attempt to resolve the issue through good-faith negotiation. If negotiation fails, the parties may pursue mediation or other agreed-upon dispute resolution methods.

# Dispute Resolution and Governing Law

## Dispute Resolution

Docupal Demo, LLC and ACME-1 will try to resolve any disagreements related to this Unit Price Contract through good-faith negotiations. If these negotiations fail, the parties agree to first attempt to settle the dispute through mediation.



## Mediation

Mediation will involve a neutral third party helping both sides reach a mutually acceptable resolution. Both parties will share the costs of the mediator equally.

## Arbitration

If mediation does not resolve the dispute within a reasonable time, or if either party chooses to forgo mediation, the dispute will be settled by binding arbitration. The arbitration will be conducted in accordance with the rules of the American Arbitration Association. The decision of the arbitrator will be final and binding on both parties.

## Governing Law

This Unit Price Contract will be governed by and interpreted in accordance with the laws of the State of California, without regard to its conflict of laws principles. The parties agree that any legal action or proceeding arising out of or relating to this contract must be brought in the state or federal courts located in California.

# Signatures and Execution

This Unit Price Contract shall become effective as of the Effective Date. By signing below, both Docupal Demo, LLC and ACME-1 agree to all terms and conditions outlined in this contract.

## Authorized Signatories

The following individuals are authorized to execute this agreement on behalf of their respective organizations:

- For Docupal Demo, LLC: The Chief Executive Officer (CEO)
- For ACME-1: An authorized representative

## Execution Date

This agreement is executed on August 9, 2025.

