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Scope of Services and Deliverables

DocuPal Demo, LLC will provide ACME-1 with document preparation, e-signature, and document management services. These services will be delivered according to the timeline outlined below. ACME-1's project manager will review all deliverables. Acceptance will be based on documented criteria and a formal sign-off process.

Project Timeline and Milestones

The project will be executed in four phases, with specific delivery dates:

- **Phase 1: Analysis** – July 1, 2024
- **Phase 2: Design** – August 1, 2024
- **Phase 3: Implementation** – September 1, 2024
- **Phase 4: Testing** – October 1, 2024
- **Final Delivery** – November 1, 2024

Each phase will have defined deliverables. These will be provided to ACME-1 for review and approval upon completion of each phase. DocuPal Demo, LLC will address any feedback from ACME-1 and revise deliverables as needed. The final delivery on November 1, 2024, will constitute the completed document preparation, e-signature, and document management system, ready for ACME-1's use.

Payment Terms and Conditions

The client, ACME-1, agrees to pay Docupal Demo, LLC a fixed fee of \$50,000.00 USD for the services outlined in this Agreement.

Payment Schedule

Payments will be made in four installments, according to the following schedule:

- **Installment 1:** \$12,500.00 USD (25% of total fee) – Upon execution of this Agreement.
- **Installment 2:** \$12,500.00 USD (25% of total fee) – Upon completion of Phase 2.
- **Installment 3:** \$12,500.00 USD (25% of total fee) – Upon completion of Phase 4.



- **Installment 4:** \$12,500.00 USD (25% of total fee) – Upon final acceptance of deliverables.

Invoicing

Docupal Demo, LLC will submit invoices to ACME-1 according to the payment schedule. ACME-1 will remit payment within [Number] days of the invoice date. All payments must be made in United States Dollars (USD).

Late Payments

Payments not received within [Number] days of the invoice date will incur a late payment interest charge of 1.5% per month on the outstanding balance.

Refunds and Adjustments

Docupal Demo, LLC does not offer refunds. However, adjustments to the final payment may be considered if project milestones are not met. Any adjustments are subject to good-faith negotiation and must be documented in a written agreement signed by both parties.

Confidentiality and Data Protection

Docupal Demo, LLC and ACME-1 agree to keep each other's confidential information secret. This includes client lists, financial data, and strategic plans. Both parties will protect this information with the same care they use for their own confidential data.

Data Security

ACME-1's data will be protected using encryption and access controls. Docupal Demo, LLC will follow all relevant data protection regulations to keep ACME-1's data safe.

Permitted Disclosures

If the law requires it, confidential information may be disclosed. Otherwise, both parties must keep the other's information confidential.



Intellectual Property Rights

DocuPal Demo, LLC retains full ownership of all intellectual property rights, including any and all creations, inventions, works, and data developed under this Client Sales Agreement. ACME-1 is granted a non-exclusive license to use the deliverables solely for internal business purposes.

Scope of License

ACME-1's license is limited to the scope explicitly defined within this agreement. This license does not permit ACME-1 to resell, redistribute, or sublicense the deliverables to any third party. Any use of the intellectual property outside of the defined scope requires prior written consent from DocuPal Demo, LLC.

Warranties and Representations

DocuPal Demo, LLC warrants that it will perform all services under this Agreement in a professional and workmanlike manner, consistent with industry standards. However, DocuPal Demo, LLC disclaims all implied warranties, including any warranty of fitness for a particular purpose.

ACME-1 warrants that it has the full power and authority to enter into and perform this Agreement. ACME-1 also warrants that the execution of this Agreement has been duly authorized and does not violate any other agreement to which it is a party. Both parties represent they will comply with all applicable laws and regulations related to this agreement.

Limitation of Liability

DocuPal Demo, LLC's liability to ACME-1 arising out of or related to this agreement is limited. This limitation applies regardless of the form of action, whether in contract, tort, or otherwise.



Liability Cap

DocuPal Demo, LLC will not be liable for damages exceeding the total amount ACME-1 has paid to DocuPal Demo, LLC under this agreement. This cap represents the maximum extent of DocuPal Demo, LLC's responsibility for any claims related to this agreement.

Term and Termination

This Agreement will start on 2025-07-30 and continue for one year. After the initial year, it will automatically renew for additional one-year terms. Either Docupal Demo, LLC or ACME-1 can stop the automatic renewal by giving written notice at least 30 days before the current term ends.

Termination

Either party can terminate this Agreement if the other party breaches the contract. Termination is also allowed if either party becomes insolvent. Additionally, if either party materially fails to perform its obligations, the other party may terminate the Agreement. A written notice of 30 days is required to terminate this Agreement, regardless of the reason for termination.

Dispute Resolution and Governing Law

Dispute Resolution

DocuPal Demo, LLC and ACME-1 agree to first attempt to resolve any disputes arising under this Agreement through good-faith mediation. The parties will select a mutually agreeable mediator. The location of the mediation will be Anytown, California.

Arbitration

If mediation does not resolve the dispute, the parties agree to submit the matter to binding arbitration. Arbitration will take place in Anytown, California. It will follow the rules of the American Arbitration Association. The arbitrator's decision will be



final and binding. It can be entered as a judgment in any court of competent jurisdiction.

Governing Law

The laws of the State of Delaware govern this Agreement. This includes its interpretation and enforcement, without regard to conflict-of-laws principles.

Client Obligations

Acme, Inc. will provide Docupal Demo, LLC with access to all data and systems that are necessary for the successful completion of the services outlined in this Agreement. Acme, Inc. must also designate a primary point of contact who is authorized to make decisions and provide timely feedback.

Timely Feedback

Acme, Inc. will review and provide feedback on all deliverables within one week of receipt. This timely feedback is critical to maintaining the project timeline and ensuring that the final product meets Acme, Inc.'s expectations. Failure to provide feedback within the specified timeframe may result in delays to the project timeline.

Cooperation

Acme, Inc. agrees to actively participate in project meetings and promptly respond to inquiries from Docupal Demo, LLC. This collaborative approach will help ensure a clear understanding of project requirements and facilitate effective communication throughout the project lifecycle.

Vendor Obligations

DocuPal Demo, LLC will provide services to ACME-1 as described in this agreement. We will perform these services to meet industry standards. DocuPal Demo, LLC will deliver monthly progress reports to ACME-1. We will also conduct weekly status update meetings. DocuPal Demo, LLC is committed to fulfilling all obligations detailed in this agreement.



Force Majeure

Docupal Demo, LLC will not be liable for any failure or delay in performance. This includes any obligation under this Agreement. The cause must be beyond Docupal Demo, LLC's reasonable control. This includes, but is not limited to, natural disasters, war, or new government regulations.

Obligations During Force Majeure

Both Docupal Demo, LLC and ACME-1 will make reasonable efforts to minimize the impact of any force majeure event. This includes taking steps to resume performance as soon as reasonably possible.

Amendments and Modifications

This Agreement may be amended or modified at any time during its term. Any changes, modifications, or amendments to this Agreement must be made in writing. To be valid, all amendments must be formally documented and approved. Both DocuPal Demo, LLC and ACME-1 must sign the written amendment for it to become effective. Written approval from both parties is required for all amendments to this agreement.

Notices

All notices regarding this Client Sales Agreement must be in writing.

Communication Methods

ACME-1 and Docupal Demo, LLC will send notices by email or certified mail. Notices are effective when received by the intended party at its designated address.

Addresses for Notices

For Docupal Demo, LLC:

23 Main St, Anytown, CA 90210, USA



For Acme, Inc:

3751 Illinois Avenue, Wilsonville, Oregon, 97070, USA

Entire Agreement

This Client Sales Agreement represents the complete and exclusive understanding between Docupal Demo, LLC and ACME-1. It supersedes all prior negotiations, representations, or agreements, whether oral or written, relating to the services described herein. There are no side agreements or understandings that are part of this agreement.

Signatures and Execution

This Client Sales Agreement becomes effective as of the last date signed below.

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

Execution

This Agreement is executed by the authorized representatives of both parties.

DocuPal Demo, LLC

Signature:	
Name:	John Smith
Title:	
Date:	2025-07-30

Acme, Inc. (ACME-1)

Signature:	
Name:	Jane Doe



Title:	
Date:	2025-07-30

Each party has duly executed this Agreement as of the date first written above, thereby confirming their commitment to the terms and conditions contained herein.

