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Introduction and Parties Involved

Introduction

This Express Contract (the "Agreement") is made and entered into as of August 9, 2025, by and between DocuPal Demo, LLC, and Acme Inc. This Agreement sets forth the terms and conditions under which DocuPal Demo, LLC will provide specific services to Acme Inc.

Parties Involved

DocuPal Demo, LLC

DocuPal Demo, LLC, a limited liability 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").

Acme Inc

Acme Inc, a corporation organized and existing under the laws of the United States, with its principal place of business at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA ("ACME-1").

Scope of Work and Deliverables

DocuPal Demo, LLC will provide custom software development services to ACME-1. This includes all stages, from initial design to final deployment. Our work will result in a functional software solution tailored to ACME-1's specific needs.

Project Phases and Deliverables

The project will proceed in three key phases, each with specific deliverables and timelines:



1. **Software Design Document:** We will create a comprehensive design document. This document will outline the software's architecture, functionalities, and user interface. ACME-1 will review and approve this document.
 - **Timeline:** 2 weeks from the contract's effective date.
2. **Prototype Development:** Based on the approved design, we will develop a working prototype of the software. ACME-1 will have the opportunity to test the prototype and provide feedback.
 - **Timeline:** 4 weeks from the approval of the Software Design Document.
3. **Final Software Development and Deployment:** We will develop the complete software solution, incorporating feedback from the prototype phase. We will conduct thorough testing to ensure quality and stability. Upon successful completion of acceptance testing by ACME-1, we will deploy the software.
 - **Timeline:** 12 weeks from the completion of the Prototype Development.

Milestones and Performance Criteria

Successful completion of each phase will be considered a milestone. Performance will be evaluated based on the following criteria:

- **Adherence to Specifications:** The software must meet all requirements outlined in the design document.
- **Bug-Free Code:** The software must be free of critical errors that impede functionality.
- **Successful Prototype Demonstration:** The prototype must demonstrate core functionalities effectively.
- **Final Software Acceptance Testing:** ACME-1 must be able to successfully complete acceptance testing.

DocuPal Demo, LLC is committed to delivering a high-quality software solution that meets ACME-1's expectations and business requirements.

Payment Terms and Conditions

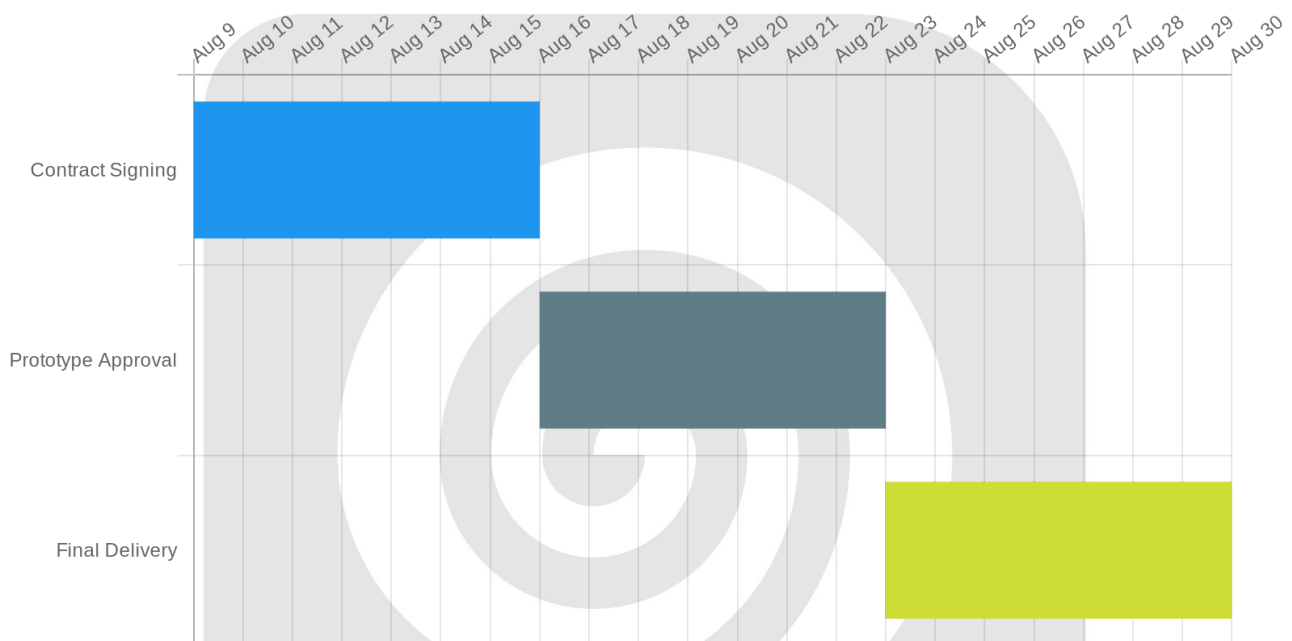
The total contract amount for the services provided by DocuPal Demo, LLC is \$50,000 USD. ACME-1 will adhere to the payment schedule outlined below.



Payment Schedule

Payments will be made in accordance with the following schedule:

- **Initial Payment:** 25% of the total contract amount (\$12,500 USD) is due upon signing this contract.
- **Prototype Approval:** 25% of the total contract amount (\$12,500 USD) is due upon ACME-1's written approval of the prototype.
- **Final Delivery:** 50% of the total contract amount (\$25,000 USD) is due upon final delivery of the software and ACME-1's acceptance.



Accepted Payment Methods

ACME-1 can make payments via the following methods:

- **Wire Transfer:** Details for wire transfers will be provided on the invoice.
- **Check:** Checks should be made payable to DocuPal Demo, LLC and sent to 23 Main St, Anytown, CA 90210.

Late Payment

Any payment not received within 15 days of the due date will be considered overdue. Overdue amounts will accrue interest at a rate of 1.5% per month, or the highest rate permitted by applicable law, whichever is lower. This interest will be calculated from the original due date until the date full payment is received by DocuPal Demo, LLC. DocuPal Demo, LLC reserves the right to suspend services if payments are not made according to the agreed-upon schedule.

Confidentiality and Non-Disclosure

Both DocuPal Demo, LLC and ACME-1 acknowledge that during the course of this agreement, each may gain access to confidential information belonging to the other party.

Definition of Confidential Information

Confidential information includes, but is not limited to: client data, software code, business strategies, and financial information. This also extends to any other information that a reasonable person would understand to be confidential given the nature of the information and the circumstances of its disclosure.

Obligations

Both parties agree to protect the other's confidential information with the same degree of care that they use to protect their own confidential information, but no less than reasonable care. This includes preventing unauthorized access, use, or disclosure of confidential information. Each party may only use the other's confidential information to fulfill its obligations under this agreement.

Exceptions

The obligations of confidentiality do not apply to information that:

- Is or becomes publicly available through no fault of the receiving party.
- Was already known to the receiving party prior to its disclosure by the other party.
- Is independently developed by the receiving party without use of the other party's confidential information.



- Is rightfully received by the receiving party from a third party without any obligation of confidentiality.
- Is required to be disclosed by law or legal process, provided that the receiving party provides the disclosing party with prompt notice of such requirement to allow the disclosing party to seek a protective order or other appropriate remedy.

Duration

The obligations of confidentiality under this agreement will continue for a period of three (3) years following the termination of this agreement.

Term and Termination

Term

This contract begins on January 1, 2024 and ends on December 31, 2024. The contract will automatically terminate on December 31, 2024, unless both parties agree to renew or extend it in writing.

Termination

Either party may terminate this contract early under the following conditions:

- **Material Breach:** If either party fails to meet their responsibilities outlined in this contract and does not fix the issue within thirty (30) days after receiving written notice.
- **Bankruptcy:** If either party becomes insolvent, declares bankruptcy, or has a receiver appointed.
- **Failure to Perform:** If either party cannot fulfill its obligations due to circumstances within its control.

To terminate the contract early, the party wanting to terminate must provide thirty (30) days written notice to the other party. The notice must state the reason for termination.



Liabilities and Indemnification

Liabilities

DocuPal Demo, LLC warrants that its services will be performed in a professional and workmanlike manner. DocuPal Demo, LLC will be responsible for defects in workmanship for a period of 90 days following the delivery of the final product. Acme, Inc is responsible for providing accurate specifications for the software development project. Acme, Inc is not liable for errors resulting from inaccurate or incomplete information provided to DocuPal Demo, LLC.

Limitation of Liability

The total liability of DocuPal Demo, LLC to Acme, Inc under this contract shall be limited to the total amount of fees paid by Acme, Inc to DocuPal Demo, LLC. Neither party shall be liable to the other for any indirect, special, incidental, consequential, or punitive damages arising out of or related to this contract, even if advised of the possibility of such damages.

Indemnification

Acme, Inc shall 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: (i) any breach of this contract by Acme, Inc; (ii) any inaccurate or incomplete information provided by Acme, Inc to DocuPal Demo, LLC; or (iii) any third-party claim arising out of Acme, Inc's use of the software developed under this contract. DocuPal Demo, LLC shall indemnify and hold harmless Acme, Inc, 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 any third-party claim that the software developed by DocuPal Demo, LLC infringes any patent, copyright, trademark, trade secret, or other intellectual property right of such third party.



Dispute Resolution

Any dispute arising out of or relating to this contract shall be resolved through mediation. If mediation is unsuccessful, the dispute shall be resolved through binding arbitration in accordance with the rules of the American Arbitration Association. The decision of the arbitrator shall be final and binding on both parties. The arbitration shall take place in Anytown, CA.

Miscellaneous Provisions

Governing Law

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

Amendment

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

Assignment

Neither party may assign its rights or obligations under this Contract without the prior written consent of the other party. Any attempted assignment without such consent shall be void.

Force Majeure

Neither party shall be liable for any failure to perform its obligations under this Contract if such failure is caused by acts of God, war, fire, earthquake, flood, strike, or other labor dispute, riot, civil commotion, governmental regulation, or any other cause beyond the reasonable control of such party. The affected party must promptly notify the other party of such event and make reasonable efforts to mitigate its effects.



Severability

If any provision of this Contract is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect. The parties agree to negotiate in good faith to replace any invalid or unenforceable provision with a valid and enforceable provision that achieves the original intent of the parties.

Entire Agreement

This Contract constitutes the entire agreement between DocuPal Demo, LLC and ACME-1 with respect to the subject matter hereof and supersedes all prior or contemporaneous communications and proposals, whether oral or written, between the parties with respect to such subject matter.

Signatures and Execution

This contract becomes effective when both parties sign it. By signing, both DocuPal Demo, LLC and ACME-1 agree to all terms and conditions.

Execution

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. Delivery of an executed counterpart of this agreement by email or other means of electronic transmission shall be as effective as delivery of an original executed counterpart of this agreement.

Signatures

DocuPal Demo, LLC

Signature:	
Name:	
Title:	
Date:	2025-08-09

Acme, Inc



Signature:	
Name:	
Title:	
Date:	2025-08-09

