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Contract Overview

This document outlines the service agreement between Docupal Demo, LLC, located at 23 Main St, Anytown, CA 90210, USA, and Acme, Inc (ACME-1), located at 3751 Illinois Avenue, Wilsonville, Oregon, 97070, USA. This agreement establishes the terms and conditions under which Docupal Demo, LLC will provide document automation services to Acme, Inc.

Purpose of the Agreement

The primary purpose of this agreement is to clearly define the responsibilities, obligations, and expectations of both parties concerning the provision of document automation services. It serves as a comprehensive framework for the ongoing collaboration between Docupal Demo, LLC and Acme, Inc.

Scope of Services

Under this service agreement, Docupal Demo, LLC will deliver document automation software, comprehensive training programs, and ongoing support services to Acme, Inc. These services are designed to streamline Acme, Inc's document processes and improve overall efficiency. The specifics of these services, including performance milestones and compliance measures, are detailed in subsequent sections of this agreement.

Parties Involved

Parties to the Agreement

This Service Agreement is made and entered into as of August 9, 2025, by and between the following parties:



DocuPal Demo, LLC

DocuPal Demo, LLC, a limited liability company organized under the laws of the United States, with its principal place of business at 23 Main St, Anytown, CA 90210. DocuPal Demo, LLC will provide the software, training, and support services as detailed in this agreement.

Acme, Inc

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. Acme, Inc will remit payment for the services rendered by DocuPal Demo, LLC and provide the necessary data for the provision of services.

Terms and Conditions

This section outlines the terms and conditions governing the service agreement between DocuPal Demo, LLC and Acme, Inc ("ACME-1"). By entering into this agreement, both parties agree to adhere to the stipulations detailed below.

Contract Duration

This agreement takes effect on July 1, 2024, and will continue until June 30, 2025. The term is for one year. Any renewal or extension of this agreement must be documented in writing and signed by both DocuPal Demo, LLC and ACME-1.

Payment Terms

ACME-1 will pay DocuPal Demo, LLC a total of \$10,000.00 annually for the services rendered. Payments will be made in quarterly installments of \$2,500.00 each. Invoices will be sent by DocuPal Demo, LLC at the beginning of each quarter. Payments are due within thirty (30) days of the invoice date. Late payments may incur a penalty of 1.5% per month on the outstanding balance.



Confidentiality

Both DocuPal Demo, LLC and ACME-1 agree to maintain the confidentiality of any proprietary or sensitive information disclosed during the term of this agreement. This includes, but is not limited to, business strategies, customer data, and technical specifications. Neither party shall disclose such information to any third party without the express written consent of the other party. This confidentiality obligation will survive the termination of this agreement. Both parties will handle confidential information with the same degree of care that they apply to their own similar confidential information, but not less than reasonable care.

Termination

Either party may terminate this agreement with thirty (30) days written notice if the other party breaches any material term or condition of this agreement. If ACME-1 terminates the agreement for reasons other than a material breach by DocuPal Demo, LLC, ACME-1 will be responsible for payment for services rendered up to the date of termination. DocuPal Demo, LLC may terminate this agreement immediately if ACME-1 fails to make payments as scheduled. Upon termination, all outstanding payments will become immediately due and payable.

Compliance

Both parties will comply with all applicable laws, regulations, and industry standards in the performance of their obligations under this agreement. This includes, but is not limited to, data protection laws and privacy regulations.

Modification

Any modification to this agreement must be in writing and signed by both DocuPal Demo, LLC and ACME-1. No verbal agreements or understandings will be binding on either party.

Governing Law

This agreement will be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws principles.



Dispute Resolution

Any disputes arising out of or relating to this agreement will be resolved through good faith negotiations between the parties. If the parties are unable to resolve the dispute through negotiation, they agree to submit the dispute to binding arbitration in accordance with the rules of the American Arbitration Association. The arbitration will take place in Anytown, California. The decision of the arbitrator will be final and binding on both parties.

Obligations and Responsibilities

This section outlines the specific obligations and responsibilities of both DocuPal Demo, LLC ("DocuPal") and Acme, Inc ("ACME-1") under this Agreement.

DocuPal Demo, LLC's Obligations

DocuPal is obligated to provide the following services and support to ACME-1:

- **Software Implementation:** DocuPal will implement the document automation software for ACME-1 by 2024-08-01.
- **Software Uptime:** DocuPal will maintain the uptime of the software as described in **Exhibit A**, ensuring consistent access and functionality for ACME-1.
- **Customer Support:** DocuPal will provide customer support to ACME-1, addressing any technical issues or inquiries related to the software. Support will be available during normal business hours, as defined in **Exhibit B**.
- **Training:** DocuPal will provide training to ACME-1 personnel on the effective use of the document automation software. Training completion is expected by 2024-09-01.
- **Performance Reviews and Audits:** DocuPal will conduct regular performance reviews and audits to ensure compliance with the obligations outlined in this agreement.

Acme, Inc's Obligations

ACME-1 is obligated to fulfill the following responsibilities:



- **Software Usage:** ACME-1 will use the document automation software in accordance with the terms and conditions outlined in this Agreement and **Exhibit C**, including any usage restrictions or limitations.
- **Payment:** ACME-1 will make timely payments to DocuPal according to the payment schedule outlined in **Section 4** (Payment Terms) of this Agreement.
- **Feedback:** ACME-1 will provide DocuPal with feedback on the software's performance and usability to facilitate ongoing improvement and optimization.
- **Compliance:** ACME-1 is responsible for ensuring its use of the software complies with all applicable laws and regulations.
- **Data Security:** ACME-1 will implement and maintain reasonable security measures to protect its data processed through the document automation software.

Performance Standards

Both parties agree to perform their obligations under this Agreement to the best of their abilities and in a professional and timely manner. Regular communication and collaboration will be essential to ensure the successful implementation and utilization of the document automation software.

Compliance Assurance

Compliance with the obligations outlined in this section will be ensured through regular performance reviews and audits. These reviews will assess the progress of software implementation, training completion, software uptime, and customer support effectiveness. Any identified deficiencies will be addressed promptly and collaboratively to maintain the integrity of this Agreement.

Signatures and Execution

This Service Agreement is effective as of the date of the last signature below.

Agreement

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



Signatory	Signature	Date
John Smith		2024-06-15
Jane Doe		2024-06-15

DocuPal Demo, LLC

Signed: _____

Name: John Smith

Title: [Title of John Smith]

Date: 2024-06-15

Acme, Inc

Signed: _____

Name: Jane Doe

Title: [Title of Jane Doe]

Date: 2024-06-15

Amendments and Modifications

This agreement may be amended or modified only by a written instrument. The instrument must be signed by both DocuPal Demo, LLC and Acme, Inc.

Amendment Authority

John Smith, representing DocuPal Demo, LLC, and Jane Doe, representing Acme, Inc., are the only individuals authorized to execute amendments to this agreement.

Required Form

All amendments must be in writing and duly signed by both authorized representatives to be considered valid and enforceable. Verbal agreements or informal communications will not constitute amendments or modifications to this agreement.



Annexes and Exhibits

This section lists all annexes and exhibits that are part of this Service Agreement. These documents clarify and supplement the terms outlined in the main body of the contract. All exhibits are incorporated by reference and thus form an integral part of this agreement.

Exhibit A: Service Level Agreement (SLA)

Exhibit A details the Service Level Agreement (SLA) between Docupal Demo, LLC and ACME-1. It defines the standards of service ACME-1 can expect. This includes uptime guarantees, response times for support requests, and resolution times for reported issues. The SLA also outlines the metrics used to measure performance. Remedies for failing to meet these standards are included.

Exhibit B: Pricing Schedule

Exhibit B presents the complete Pricing Schedule for the document automation services provided by Docupal Demo, LLC. It specifies the fees associated with different service components. This includes but is not limited to per-document costs, monthly subscription fees, and any applicable overage charges. The schedule also contains information on payment terms and potential price adjustments during the contract term.

Dispute Resolution

The parties aim to resolve any disputes arising from this agreement amicably.

Mediation

If a dispute occurs, the parties will first try to resolve it through mediation. They will jointly appoint a mediator. The mediation will take place in Delaware, unless both parties agree otherwise. Both parties will share the costs of the mediation equally.



Arbitration

If mediation fails to resolve the dispute within 60 days, either party may then demand arbitration. The arbitration will be conducted under the rules of the American Arbitration Association. One arbitrator will conduct the arbitration in Delaware. The arbitrator's decision will be final and binding. The parties can enforce the decision in any court of competent jurisdiction.

Governing Law and Jurisdiction

The laws of Delaware govern this agreement. The state and federal courts located in Delaware have exclusive jurisdiction over any disputes that are not subject to mediation or arbitration.

Confidentiality and Non-Disclosure

Both DocuPal Demo, LLC and ACME-1 acknowledge that during the term of this agreement, they may have access to confidential information belonging to the other party. This information includes, but is not limited to, client data, software code, and business strategies. Both parties agree to protect this confidential information with the same degree of care they use to protect their own confidential information, but no less than reasonable care.

Scope of Confidential Information

Confidential information includes all non-public information, regardless of form, disclosed by either party to the other. It also covers information created by either party that contains or reflects the other party's confidential information.

Exclusions

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 disclosing party.
- Is independently developed by the receiving party without use of the disclosing party's confidential information.



- Is rightfully received by the receiving party from a third party without restriction on disclosure.

Term

The obligations of confidentiality under this agreement will continue for a period of five (5) years following the termination of this agreement.

