

Contractive Core - Review Summary

Generated locally on 2026-05-13 at 03:13

Average Priority	Priority Distribution	Reviewed Clauses
44/100 Moderate Average of scored clauses	Low 2 Moderate 9 High 2 Severe 0	13 scored 13 extracted

Document overview

SaaS Agreement

Moderate risk with potential negotiation friction due to favorable clauses for Provider and moderate legal exposure.

Check first: Clause 10: Indemnity - Both parties agree to defend and indemnify each other against third-party intellectual property claims.; Clause 11: Liability - Limits Provider's liability to the amount paid by Client, potentially causing negotiation issues.; Clause 3: Unilateral Changes - The Provider can modify the Services, subject to not materially degrading functionality, potentially leading to negotiation discussions.; Clause 4: Payment - Client is responsible for all fees and taxes, with non-refundable payments and potential late interest charges.; Clause 5: Intellectual Property - The Provider retains all intellectual property rights and limits the Client's rights to data usage.

Priority issues

Meaningful review items to check first.

8. MUTUAL INDEMNIFICATION 8.1 Indemnification by Provider. Provider will defend...	High
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Category

Indemnity

Dimensions

Favorability: Mutual; Legal exposure: Moderate; Negotiation friction: High; Operational risk: Moderate; Review priority: High

Rationale

Mutual indemnification creates potential for high negotiation friction due to differing interests in protecting against third-party IP claims.

Suggestion

Include a dispute resolution mechanism to address potential negotiation friction.

Flags

Indemnity: INDEMNIFICATION; IP ownership: intellectual property

Summary

Both parties agree to defend and indemnify each other against third-party intellectual property claims.

9. LIMITATION OF LIABILITY 9.1 Limitation of Liability. IN NO EVENT SHALL THE High

Category

Liability

Dimensions

Favorability: Provider-favorable; Legal exposure: Moderate; Negotiation friction: High; Operational risk: Low; Review priority: High

Rationale

Limits Provider's liability, may cause client pushback.

Suggestion

Consider a tiered liability cap based on service milestones.

Flags

Liability cap: LIMITATION OF LIABILITY

Summary

Limits Provider's liability to the amount paid by Client, potentially causing negotiation issues.

2. PROVISION OF SERVICES 2.1 Scope. Provider shall provide the Services and Del... Moderate

Category

Unilateral Changes

Dimensions

Favorability: Provider-favorable; Legal exposure: Moderate; Negotiation friction: Moderate; Operational risk: Low; Review priority: Moderate

Rationale

The clause grants Provider the right to modify services, which may lead to negotiation friction but does not significantly increase legal exposure or operational risk.

Suggestion

Include a requirement for Provider to notify Client of modifications and obtain Client's consent for material changes.

Summary

The Provider can modify the Services, subject to not materially degrading functionality, potentially leading to negotiation discussions.

3. FEES AND PAYMENT 3.1 Fees. Client will pay all fees specified in Order Forms... Moderate

Category

Payment

Dimensions

Favorability: Provider-favorable; Legal exposure: Moderate; Negotiation friction: Moderate; Operational risk: Low; Review priority: Moderate

Rationale

Non-refundable fees and interest on overdue charges create moderate legal exposure and negotiation friction for the Provider.

Suggestion

Consider a cap on late interest charges to reduce legal exposure and negotiation friction.

Flags

Payment trap: interest at

Summary

Client is responsible for all fees and taxes, with non-refundable payments and potential late interest charges.

4. INTELLECTUAL PROPERTY AND PROPRIETARY RIGHTS 4.1 Reservation of Rights.	Moderate
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Category

Intellectual Property

Dimensions

Favorability: Provider-favorable; Legal exposure: Moderate; Negotiation friction: Moderate; Operational risk: Low; Review priority: Moderate

Rationale

The clause heavily favors the Provider by reserving all intellectual property rights and limiting Client rights.

Suggestion

Consider clarifying the scope of Client's rights to avoid potential disputes.

Flags

IP ownership: INTELLECTUAL PROPERTY; Data rights: Aggregated Data

Summary

The Provider retains all intellectual property rights and limits the Client's rights to data usage.

5. CONFIDENTIALITY 5.1 Definition. "Confidential Information" means all informa...	Moderate
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Category

Confidentiality

Dimensions

Favorability: Neutral; Legal exposure: Moderate; Negotiation friction: Moderate; Operational risk: Low; Review priority: Moderate

Rationale

The clause protects the Disclosing Party's Confidential Information but may lead to negotiation friction due to compelled disclosure.

Suggestion

Include a provision for reasonable compensation in case of compelled disclosure.

Summary

Defines and protects confidential information, with provisions for compelled disclosure.

6. DATA SECURITY AND PRIVACY 6.1 Security. Provider will maintain appropriate Moderate

Category

Data Security

Dimensions

Favorability: Client-favorable; Legal exposure: Moderate; Negotiation friction: Moderate; Operational risk: Low; Review priority: Moderate

Rationale

Client's data security and privacy are prioritized, but Provider's use of third-party processors introduces moderate legal and negotiation risks.

Suggestion

Include a clause specifying the standards and processes for selecting third-party processors to reduce legal exposure.

Flags

Data rights: Third-Party Processors

Summary

Client's data is protected, and Provider is responsible for breach notification, but Provider may use third-party processors without liability.

7. REPRESENTATIONS, WARRANTIES, AND DISCLAIMERS 7.1 Representations. Each Moderate

Category

Warranties

Dimensions

Favorability: Provider-favorable; Legal exposure: Moderate; Negotiation friction: Moderate; Operational risk: Low; Review priority: Moderate

Rationale

The clause places legal responsibility on the Provider to ensure they have the authority to enter the contract, potentially leading to moderate legal exposure and negotiation friction.

Suggestion

Include a clause that allows for a review of the Provider's authority to enter the contract, reducing legal exposure.

Summary

The Provider must affirm its legal authority to enter the contract, which may lead to moderate legal and negotiation challenges.

7.2 Warranties. Provider warrants that during an applicable subscription term... Moderate

Category

Warranties

Dimensions

Favorability: Provider-favorable; Legal exposure: Moderate; Negotiation friction: Moderate; Operational risk: Low; Review priority: Moderate

Rationale

The clause limits Provider warranties and disclaims implied warranties, potentially reducing legal exposure but may cause negotiation friction.

Suggestion

Consider adding a limited warranty section to balance legal protection with client expectations.

Summary

The clause limits the Provider's warranties and disclaims implied warranties.

10. TERM AND TERMINATION 10.1 Term of Agreement. This Agreement commences on the	Moderate
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Category

Termination

Dimensions

Favorability: Provider-favorable; Legal exposure: Moderate; Negotiation friction: Moderate; Operational risk: Low; Review priority: Moderate

Rationale

Automatic renewal terms and termination rights favor Provider but may cause negotiation friction.

Suggestion

Consider a more balanced approach to renewal terms and termination rights to reduce negotiation friction.

Flags

Auto-renewal: automatically renew; Indemnity: Indemnification; IP ownership: Intellectual Property

Summary

The agreement includes automatic renewal and termination provisions that favor the Provider, with potential for negotiation friction.

11. GENERAL PROVISIONS 11.1 Export Compliance. The Services and Deliverables ma...	Moderate
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Category

Assignment Dispute

Dimensions

Favorability: Provider-favorable; Legal exposure: Moderate; Negotiation friction: Moderate; Operational risk: Low; Review priority: Moderate

Rationale

Exclusive jurisdiction and assignment clauses may create moderate legal exposure and negotiation friction for Provider.

Suggestion

Consider adding a dispute resolution clause to mitigate potential legal exposure and negotiation friction.

Flags

Dispute forum: exclusive jurisdiction

Summary

This clause establishes the governing law, jurisdiction, and assignment restrictions for the agreement.

Full clause review

All scored clauses with full text, flags, rationale, and short summary.

Clause 1: ENTERPRISE MASTER SERVICES AGREEMENT	Low
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Clause

ENTERPRISE MASTER SERVICES AGREEMENT This Master Services Agreement ("Agreement") is entered into as of May 15, 2026 ("Effective Date"), by and between Acme Enterprise Solutions, LLC, a Delaware limited liability company with its principal place of business at 100 Tech Boulevard, Austin, TX 78701 ("Provider"), and Global Industries, Inc., a California corporation with its principal place of business at 500 Corporate Way, San Francisco, CA 94105 ("Client").

Category

Administrative

Dimensions

Favorability: Neutral; Legal exposure: Low; Negotiation friction: Low; Operational risk: Low; Review priority: Low

Rationale

Standard document metadata unless party details or authority are incorrect.

Summary

Administrative party and signature information.

1. DEFINITIONS 1.1 "Affiliate" means any entity that directly or indirectly con...	Low
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Clause

1. DEFINITIONS 1.1 "Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity. 1.2 "Client Data" means electronic data and information submitted by or for Client to the Services. 1.3 "Deliverables" means the custom software, reports, integrations, or other output explicitly identified in a Statement of Work (SOW). 1.4 "Services" means the products and services that are ordered by Client under an SOW or Order Form and made available online by Provider.

Category

Definitions

Dimensions

Favorability: Neutral; Legal exposure: Low; Negotiation friction: Low; Operational risk: Low; Review priority: Low

Rationale

Definitions clause establishes clear terms without favoring any party.

Summary

Defines key terms to prevent ambiguity in the contract.

2. PROVISION OF SERVICES 2.1 Scope. Provider shall provide the Services and Deliverables to Client pursuant to the terms of this Agreement and any mutually executed Order Forms or SOWs. 2.2 Service Levels. Provider will use commercially reasonable efforts to make the online Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which Provider shall give advance electronic notice), and (ii) any unavailability caused by circumstances beyond Provider's reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem. 2.3 Modifications. Provider reserves the right to modify the Services at any time, provided that such modifications do not materially degrade the core functionality of the Services during an active Subscription Term. **Moderate**

Clause

2. PROVISION OF SERVICES 2.1 Scope. Provider shall provide the Services and Deliverables to Client pursuant to the terms of this Agreement and any mutually executed Order Forms or SOWs. 2.2 Service Levels. Provider will use commercially reasonable efforts to make the online Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which Provider shall give advance electronic notice), and (ii) any unavailability caused by circumstances beyond Provider's reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem. 2.3 Modifications. Provider reserves the right to modify the Services at any time, provided that such modifications do not materially degrade the core functionality of the Services during an active Subscription Term.

Category

Unilateral Changes

Dimensions

Favorability: Provider-favorable; Legal exposure: Moderate; Negotiation friction: Moderate; Operational risk: Low; Review priority: Moderate

Rationale

The clause grants Provider the right to modify services, which may lead to negotiation friction but does not significantly increase legal exposure or operational risk.

Suggestion

Include a requirement for Provider to notify Client of modifications and obtain Client's consent for material changes.

Summary

The Provider can modify the Services, subject to not materially degrading functionality, potentially leading to negotiation discussions.

3. FEES AND PAYMENT 3.1 Fees. Client will pay all fees specified in Order Forms or SOWs. Except as otherwise specified herein or in an Order Form, (i) fees are based on Services and subscriptions purchased and not actual usage, and (ii) payment obligations are non-cancelable and fees paid are non-refundable. 3.2 Invoicing and Payment. Provider will invoice Client in advance. Unless otherwise stated in the Order Form, invoiced charges are due net thirty (30) days from the invoice date. 3.3 Overdue Charges. If any invoiced amount is not received by Provider by the due date, then without limiting Provider's rights or remedies, those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower. 3.4 Taxes. Provider's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes. Client is responsible for paying all Taxes associated with its purchases hereunder. **Moderate**

Clause

3. FEES AND PAYMENT 3.1 Fees. Client will pay all fees specified in Order Forms or SOWs. Except as otherwise specified herein or in an Order Form, (i) fees are based on Services and subscriptions purchased and not actual usage, and (ii) payment obligations are non-cancelable and fees paid are non-refundable. 3.2 Invoicing and Payment. Provider will invoice Client in advance. Unless otherwise stated in the Order Form, invoiced charges are due net thirty (30) days from the invoice date. 3.3 Overdue Charges. If any invoiced amount is not received by Provider by the due date, then without limiting Provider's rights or remedies, those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower. 3.4 Taxes. Provider's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes. Client is responsible for paying all Taxes associated with its purchases hereunder.

Category

Payment

Dimensions

Favorability: Provider-favorable; Legal exposure: Moderate; Negotiation friction: Moderate; Operational risk: Low; Review priority: Moderate

Rationale

Non-refundable fees and interest on overdue charges create moderate legal exposure and negotiation friction for the Provider.

Suggestion

Consider a cap on late interest charges to reduce legal exposure and negotiation friction.

Flags

Payment trap: interest at

Summary

Client is responsible for all fees and taxes, with non-refundable payments and potential late interest charges.

4. INTELLECTUAL PROPERTY AND PROPRIETARY RIGHTS 4.1 Reservation of Rights.	Moderate
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Clause

4. INTELLECTUAL PROPERTY AND PROPRIETARY RIGHTS 4.1 Reservation of Rights. Subject to the limited rights expressly granted hereunder, Provider reserves all of its right, title and interest in and to the Services, including all of its related intellectual property rights. No rights are granted to Client hereunder other than as expressly set forth herein. 4.2 Client Data. Client grants Provider a worldwide, limited-term license to host, copy, transmit and display Client Data as necessary for Provider to provide the Services in accordance with this Agreement. 4.3 Aggregated Data. Provider may monitor Client's use of the Services and use data related to such use in an aggregate and anonymous manner, including to compile statistical and performance information related to the provision and operation of the Services ("Aggregated Data"). Provider shall own all right, title, and interest in and to the Aggregated Data.

Category

Intellectual Property

Dimensions

Favorability: Provider-favorable; Legal exposure: Moderate; Negotiation friction: Moderate; Operational risk: Low; Review priority: Moderate

Rationale

The clause heavily favors the Provider by reserving all intellectual property rights and limiting Client rights.

Suggestion

Consider clarifying the scope of Client's rights to avoid potential disputes.

Flags

IP ownership: INTELLECTUAL PROPERTY; Data rights: Aggregated Data

Summary

The Provider retains all intellectual property rights and limits the Client's rights to data usage.

5. CONFIDENTIALITY 5.1 Definition. "Confidential Information" means all informa...	Moderate
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Clause

5. CONFIDENTIALITY 5.1 Definition. "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information. 5.2 Protection. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information to those of its employees and contractors who need that access for purposes consistent with this Agreement. 5.3 Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted).

Category

Confidentiality

Dimensions

Favorability: Neutral; Legal exposure: Moderate; Negotiation friction: Moderate; Operational risk: Low; Review priority: Moderate

Rationale

The clause protects the Disclosing Party's Confidential Information but may lead to negotiation friction due to compelled disclosure.

Suggestion

Include a provision for reasonable compensation in case of compelled disclosure.

Summary

Defines and protects confidential information, with provisions for compelled disclosure.

6. DATA SECURITY AND PRIVACY 6.1 Security. Provider will maintain appropriate	Moderate
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Clause

6. DATA SECURITY AND PRIVACY 6.1 Security. Provider will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Client Data. 6.2 Breach Notification. In the event Provider becomes aware of an unauthorized disclosure of Client Data ("Data Breach"), Provider shall notify Client without undue delay, and in no event later than seventy-two (72) hours after confirming the Data Breach. 6.3 Third-Party Processors. Client acknowledges and agrees that Provider may use third-party sub-processors to process Client Data in the performance of the Services. Provider shall not be liable for the acts or omissions of such third-party sub-processors, provided Provider utilized reasonable care in their selection.

Category

Data Security

Dimensions

Favorability: Client-favorable; Legal exposure: Moderate; Negotiation friction: Moderate; Operational risk: Low; Review priority: Moderate

Rationale

Client's data security and privacy are prioritized, but Provider's use of third-party processors introduces moderate legal and negotiation risks.

Suggestion

Include a clause specifying the standards and processes for selecting third-party processors to reduce legal exposure.

Flags

Data rights: Third-Party Processors

Summary

Client's data is protected, and Provider is responsible for breach notification, but Provider may use third-party processors without liability.

7. REPRESENTATIONS, WARRANTIES, AND DISCLAIMERS 7.1 Representations. Each	Moderate
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Clause

7. REPRESENTATIONS, WARRANTIES, AND DISCLAIMERS 7.1 Representations. Each party represents that it has validly entered into this Agreement and has the legal power to do so.

Category

Warranties

Dimensions

Favorability: Provider-favorable; Legal exposure: Moderate; Negotiation friction: Moderate; Operational risk: Low; Review priority: Moderate

Rationale

The clause places legal responsibility on the Provider to ensure they have the authority to enter the contract, potentially leading to moderate legal exposure and negotiation friction.

Suggestion

Include a clause that allows for a review of the Provider's authority to enter the contract, reducing legal exposure.

Summary

The Provider must affirm its legal authority to enter the contract, which may lead to moderate legal and negotiation challenges.

7.2 Warranties. Provider warrants that during an applicable subscription term...	Moderate
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Clause

7.2 Warranties. Provider warrants that during an applicable subscription term, the Services will perform materially in accordance with the applicable documentation. 7.3 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

Category

Warranties

Dimensions

Favorability: Provider-favorable; Legal exposure: Moderate; Negotiation friction: Moderate; Operational risk: Low; Review priority: Moderate

Rationale

The clause limits Provider warranties and disclaims implied warranties, potentially reducing legal exposure but may cause negotiation friction.

Suggestion

Consider adding a limited warranty section to balance legal protection with client expectations.

Summary

The clause limits the Provider's warranties and disclaims implied warranties.

8. MUTUAL INDEMNIFICATION 8.1 Indemnification by Provider. Provider will defend...	High
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Clause

8. MUTUAL INDEMNIFICATION 8.1 Indemnification by Provider. Provider will defend Client against any claim, demand, suit or proceeding made or brought against Client by a third party alleging that the use of a Service in accordance with this Agreement infringes or misappropriates such third party's intellectual property rights (a "Claim Against Client"), and will indemnify Client from any damages, attorney fees and costs finally awarded against Client as a result of, or for amounts paid by Client under a settlement approved by Provider in writing of, a Claim Against Client. 8.2 Indemnification by Client. Client will defend Provider against any claim, demand, suit or proceeding made or brought against Provider by a third party arising from Client's use of the Services in breach of this Agreement, or alleging that Client Data infringes or misappropriates such third party's intellectual property rights (a "Claim Against Provider"), and will indemnify Provider from any damages, attorney fees and costs finally awarded against Provider as a result of, or for any amounts paid by Provider under a settlement approved by Client in writing of, a Claim Against Provider.

Category

Indemnity

Dimensions

Favorability: Mutual; Legal exposure: Moderate; Negotiation friction: High; Operational risk: Moderate; Review priority: High

Rationale

Mutual indemnification creates potential for high negotiation friction due to differing interests in protecting against third-party IP claims.

Suggestion

Include a dispute resolution mechanism to address potential negotiation friction.

Flags

Indemnity: INDEMNIFICATION; IP ownership: intellectual property

Summary

Both parties agree to defend and indemnify each other against third-party intellectual property claims.

9. LIMITATION OF LIABILITY 9.1 Limitation of Liability. IN NO EVENT SHALL THE	High
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Clause

9. LIMITATION OF LIABILITY 9.1 Limitation of Liability. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF PROVIDER TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY CLIENT HEREUNDER FOR THE SERVICES GIVING RISE TO THE LIABILITY IN THE SIX (6) MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. 9.2 Exclusion of Consequential and Related Damages. IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.

Category

Liability

Dimensions

Favorability: Provider-favorable; Legal exposure: Moderate; Negotiation friction: High; Operational risk: Low; Review priority: High

Rationale

Limits Provider's liability, may cause client pushback.

Suggestion

Consider a tiered liability cap based on service milestones.

Flags

Liability cap: LIMITATION OF LIABILITY

Summary

Limits Provider's liability to the amount paid by Client, potentially causing negotiation issues.

10. TERM AND TERMINATION 10.1 Term of Agreement. This Agreement commences on the

Moderate

Clause

10. TERM AND TERMINATION 10.1 Term of Agreement. This Agreement commences on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated. 10.2 Term of Purchased Subscriptions. The term of each subscription shall be as specified in the applicable Order Form. Except as otherwise specified in an Order Form, subscriptions will automatically renew for additional periods equal to the expiring subscription term or one year (whichever is shorter), unless either party gives the other written notice of non-renewal at least sixty (60) days before the end of the relevant subscription term. Provider reserves the right to increase fees for renewal terms by up to seven percent (7%) upon notice prior to the renewal window. 10.3 Termination. A party may terminate this Agreement for cause (i) upon thirty (30) days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. 10.4 Termination for Convenience. Provider may terminate this Agreement or any Order Form for convenience by providing Client with ninety (90) days prior written notice. 10.5 Surviving Provisions. The sections titled "Fees and Payment," "Intellectual Property," "Confidentiality," "Disclaimer," "Mutual Indemnification," "Limitation of Liability," and "General Provisions" will survive any termination or expiration of this Agreement.

Category

Termination

Dimensions

Favorability: Provider-favorable; Legal exposure: Moderate; Negotiation friction: Moderate; Operational risk: Low; Review priority: Moderate

Rationale

Automatic renewal terms and termination rights favor Provider but may cause negotiation friction.

Suggestion

Consider a more balanced approach to renewal terms and termination rights to reduce negotiation friction.

Flags

Auto-renewal: automatically renew; Indemnity: Indemnification; IP ownership: Intellectual Property

Summary

The agreement includes automatic renewal and termination provisions that favor the Provider, with potential for negotiation friction.

11. GENERAL PROVISIONS 11.1 Export Compliance. The Services and Deliverables ma...	Moderate
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Clause

11. GENERAL PROVISIONS 11.1 Export Compliance. The Services and Deliverables may be subject to export laws and regulations of the United States and other jurisdictions. 11.2 Entire Agreement and Order of Precedence. This Agreement is the entire agreement between Provider and Client regarding Client’s use of Services and Deliverables and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral. 11.3 Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party’s prior written consent (not to be unreasonably withheld); provided, however, either party may assign this Agreement in its entirety, without the other party’s consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. 11.4 Governing Law. This Agreement, and any disputes arising out of or related hereto, shall be governed exclusively by the internal laws of the State of Delaware, without regard to its conflicts of laws rules. 11.5 Venue. The state and federal courts located in New Castle County, Delaware shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date. ACME ENTERPRISE SOLUTIONS, LLC By: _____ Name: _____ Title: _____ Date: _____ GLOBAL INDUSTRIES, INC. By: _____ Name: _____ Title: _____ Date: _____ NAL MS

Category

Assignment Dispute

Dimensions

Favorability: Provider-favorable; Legal exposure: Moderate; Negotiation friction: Moderate; Operational risk: Low; Review priority: Moderate

Rationale

Exclusive jurisdiction and assignment clauses may create moderate legal exposure and negotiation friction for Provider.

Suggestion

Consider adding a dispute resolution clause to mitigate potential legal exposure and negotiation friction.

Flags

Dispute forum: exclusive jurisdiction

Summary

This clause establishes the governing law, jurisdiction, and assignment restrictions for the agreement.

Recommended next step

Use this as a negotiation checklist. Share it with counsel or stakeholders, then revise redlines accordingly.