



# NEGOTIATING SAAS AND OTHER VENDOR AGREEMENTS

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# Agenda for Today

1. Software as a Service (SaaS) - Analysis and Negotiation

2. Marketing and Advertising Contracts

3. Manufacturing and Supply Agreements

4. Specific Drafting Provisions

- Indemnity
- Liability Waivers
- Warranties

5. Working with Internal Contracts Teams and Outside Counsel

# SOFTWARE AS A SERVICE



# Software as a Service - Background



HISTORICALLY ALL SOFTWARE LICENSED AND INSTALLED ON CUSTOMER'S COMPUTER SYSTEMS.



SOFTWARE IS NO LONGER INSTALLED BUT SAAS PROVIDER OR SUBCONTRACTOR HOSTS CORE SAAS SOFTWARE APPLICATIONS. CUSTOMER ACCESSES THE PROVIDER'S SOFTWARE REMOTELY.



CUSTOMIZATION INCREASINGLY LIMITED.



FEES ACCRUE AND ARE PAYABLE ON A RECURRING BASIS.



FOCUS ON LEVEL OF AVAILABILITY OF THE SOFTWARE.

# Software as a Service - Background

- ❑ Today SAAS business revenue is expected to reach around \$716 billion by 2028.
  - Companies used an average of 130 SaaS apps in 2022, an increase of 18% over 2021. 1
- ❑ Prices are coming down, but focus is on a SAAS solution for everything.
  - In 2022, 50% of company respondents said they plan to increase the number of cloud providers they use in next two years. 2
- ❑ Growth in SAAS companies is increasingly focused on value-based pricing models, often looking at user rates.
- ❑ Artificial intelligence and machine learning – focus on software developed tools to improve company's performance.
- ❑ Market consolidation (affecting M&A and contract negotiations).

1. BetterCloud (2023). The 2023 State of SaaS Ops Report. Retrieved from <https://www.bettercloud.com/monitor/the-2023-state-of-saasops-report/>
2. Microsoft (2022). Hybrid & Multicloud Perceptions Survey. Retrieved from <https://blogs.microsoft.com/wp-content/uploads/prod/2022/01/Microsoft-Cloud-Survey-Results-Final.pdf>

# Software as a Service – Benefits/Drawbacks

## SaaS Benefits

- ❑ Faster installation and launch – on demand
- ❑ Low up front fees
- ❑ Typically lower cost tied to usage
- ❑ Access for mobile workforce
- ❑ Use of provider's processing and storage
- ❑ Outsource of more IT needs

## SaaS Drawbacks

- ❑ Dependent upon SaaS provider network
- ❑ Lack of control on performance and management
- ❑ Transfer disruptions between providers
- ❑ Less customization of software and contracts
- ❑ Data collection and privacy matters
- ❑ Current consolidate of providers – less control over partners

# Software as a Service – Customer Side Initial Analysis

*SO YOU WANT A NEW SAAS APPLICATION FOR YOUR BUSINESS*

## □ Diligence on the software

- Business team and IT team involvement
- Agree on goals of the software – your team’s “why”
- Mission critical? How important is this software
- Integration to your other applications and data networks
- Sensitivity of the data being processed and analysis on security of networks
- Alternative solutions and comparative price points
- Ease of moving on and off the platform
- Ease of use for your employees
- Scalability

# Software as a Service – Customer Side Initial Analysis

## □ Diligence on the software provider

- History of using this provider or history in business
- Experience of others with the provider (reputation)
- Financial condition
- Handling of service level issues and likelihood that they could solve their own issues
- History of legal and intellectual property compliance
- Use of subcontractors
- Availability of add on services (one stop shops)



# Software as a Service – Customer Side Initial Analysis

## □ Diligence on the contracts

- Do you have copies of all the contracts (even those with hyperlinks) to review in the diligence process
- What is the negotiability of the contract terms
  1. Depends both on the SaaS providers willingness and the customer's willingness to walk for an alternative solution (bargaining power)
  2. Transaction size and value

NOTE: If possible, try to do initial diligence on your top 2 or 3 solutions (including the contract diligence). Your team's first choice may offer a terrible contract and second choice may be an overall better solution for the company.

# Software as a Service – SaaS Provider Analysis

Customization for individual customers – can you do it / is it worth it?

Logistics in managing individually negotiated contracts – how tight do you need to stick to your template contracts.

How often are you willing to negotiate your contracts? Your forms and EULAs should reflect this.

Marketplace – what competitors are out there.

Keep up to date on changing market terms.

Top of market in data privacy and security systems.

Continue to evaluate your risks – Intellectual property, data breach, legal compliance.

# Software as a Service – Contract Negotiations

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Access rights and users

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Pricing models

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Customer support and services

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Term and termination clauses (back up plan)

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Service level agreements and uptime

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Ownership and use of data

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Warranties on software service

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Insurance limits and protection

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Indemnification for data breach and intellectual property

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Limits on liability and caps

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Post-access transition

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Future goals of the company

# SaaS Access Rights and Users

## SaaS Provider Perspective

- Is the value in the software per user, per access point, or generally for the business?
- Do you need right to shut off access (may be insurance requirement)?
- Usage restrictions.

## Customer Perspective

- Scalability of user access. Does number of users matter? Does this cover third parties?
- Where does your team need to access the software?
- Upload, download rights.
- Enterprise usage.
- Assignment rights.

# Pricing Models

## SaaS Provider Perspective

- ❑ Are fees based upon users or usage?
- ❑ Sliding scale of service fees.
- ❑ Minimum fees.
- ❑ Fee adjustments (annual, as posted on website).
- ❑ Trial runs.
- ❑ Recover any out-of-pocket fees to set up customer.

## Customer Perspective

- ❑ Tie fees to actual usage or benefit received – utility versus subscription billing.
- ❑ Fee adjustments should reflect your ability to find an alternative provider. Cap of fee adjustments.
- ❑ Most favored nations pricing.

# Customer Support and Services

## SaaS Provider Perspective

- Properly define the services provided.
- Training or train the trainer options.
- Support should be fee based unless across the entire customer base.
- Determine the cost for providing various support solutions. How far out of your zone will you go?

## Customer Perspective

- Ensure the goals of the software purchase are met. Remember what problem it solves.
- Custom or off-the-shelf.
- Will you need support to integrate with your other solutions (customer specific requirements).
- How much assistance does your organization need?

# Term and Termination

## SaaS Provider Perspective

- ❑ Tie to locked in items such as software availability, pricing, minimums.
- ❑ Limit right to term for convenience.
- ❑ Compare to market options.
- ❑ Discontinue the software solution.
- ❑ Termination fees and transition assistance fees.
- ❑ Recover sunk costs on customization.

## Customer Perspective

- ❑ How long do you need the solution?
- ❑ How easy is it to migrate to an alternative? Always know your back up plan.
- ❑ Locked in rates or caps.
- ❑ Renewal rights.
- ❑ Termination if not needed or decreased benefit (convenience right).
- ❑ What happens to data?
- ❑ Consider escrow request of source code.

# Service Level Agreements and Uptime

## SaaS Provider Perspective

- ❑ Maintenance schedule. Consider your customer.
- ❑ How to handle individualized repairs and customization.
- ❑ Staffing of your IT department for service fixes.
- ❑ Proper exceptions to uptime (issues caused by customer or third-party providers). Does your software depend upon the uptime of other software?
- ❑ Data analytics on customer support.

## Customer Perspective

- ❑ How much downtime can your business handle – when is the software used?
- ❑ Remedies for service interruptions. Incentives for uptime.
- ❑ Speed to service (data processing capabilities).
- ❑ Service response and resolution time and service hours.
- ❑ Uptime should depend upon how critical the software is (consider seasonality).
- ❑ Service credits (tie to termination right).



# Ownership and Use of Data

## SaaS Provider Perspective

- Know your customers and their data. Sensitivity.
- What other third parties do you use in processing your data? Are you responsible for their actions?
- What do you need the data for (just to fulfill your duties, improve software usage and performance, market statistics, share data among customers).
- Restrict customer's ability to provide certain data (ie. you will not send us HIPAA data).
- How much risk are you willing to take?
- Business Associate Agreements.

## Customer Perspective

- Know what kind of data you are disclosing and what laws apply (CCPA, GDPR, HIPAA, etc).
- Confidentiality obligations to your customers / employees.
- Who owns the data provided?
- How restrictive do you need to be on data usage by SaaS provider?
- IT analysis on their data security systems and periodic testing.
- Security breach logistics. Liability and indemnities.
- Use of data at end of relationship.

# Warranties on Software Service

## SaaS Provider Perspective

- Time limits.
- Requirement for customer to take updates.
- Intellectual property warranty – ability to switch to an alternative solution if an IP issue.
- Level of customization.
- Software redundancies.

## Customer Perspective

- How mission critical is the software?
- Keep your own back ups.
- Remedies for failure to perform.

# Insurance Limits and Protection

## SaaS Provider Perspective

- ❑ Annual check ups on insurance limits (coverage amounts, deductibles, and exclusions).
- ❑ Your insurance levels should cover all customers (a data breach could hit all customers). Limit liability to customer's pro-rata share of applicable coverage.
- ❑ Ability to amend SaaS contract if insurability changes.

## Customer Perspective

- ❑ No market levels – changing constantly.
- ❑ Data breach is top of mind for customers.
- ❑ Evaluate actual risks of using the software and alternative solutions.
- ❑ Evaluate what your own insurance covers for these risks.
- ❑ Cost for additional insurance coverage split between the parties.
- ❑ Require provider to carry cyber-liability and technology E&O liability. Commercial bond under electronic and computer crime.

# Indemnification for Data Breach and Intellectual Property

## SaaS Provider Perspective

- ❑ Needs to have reasonable limits as SaaS provider is also a victim of the data breach.
- ❑ For intellectual property, find a solution. Ability to find alternative solution or pay for third party license rights as sole recourse to customer.
- ❑ Indemnity from customer on customer provided data.

## Customer Perspective

- ❑ Assume a data breach will occur.
- ❑ Want as broad as possible with limited exclusions.
- ❑ Who handles notifications to end customers and related expenses?
- ❑ Does this allow termination for cause?

# Limits on Liability and Caps

## SaaS Provider Perspective

- ❑ Limit needs to protect the business and reflect the fees associated with the software provided. Higher coverage appropriate with more expensive software.
- ❑ Exclusion on indirect, consequential, and other specific damages.
- ❑ Cap to amount spent on the software in previous time period (often 12 months).
- ❑ Case law suggests that if liability caps are too low, a court could find it unenforceable and hold provider liable for all damages. (Tie to price of software).

## Customer Perspective

- ❑ Ensure that the liability cap reflects what you can cover in potential losses.
- ❑ Mutuality of limitations.
- ❑ Appropriate carve outs where it can be negotiated (indemnities, confidentiality, data breach).
- ❑ Keep in mind the price for the software. Review other market solutions.

# Post- Access Transition

## SaaS Provider Perspective

- ❑ Clearly state your obligations after end of relationship.
- ❑ Data retention and transition assistance typically paid for.

## Customer Perspective

- ❑ Access to your data in a readable format (specify format if you can).
- ❑ Make sure your IT team has a plan.
- ❑ Provider bankruptcy protection – escrow account for copy of object or source code.
- ❑ Evaluate mirrored SaaS services (does benefit of mission critical performance outweigh cost).

# Future Goals of the Company

## SaaS Provider Perspective

- ❑ How long will you offer the solution?
- ❑ Anticipate increased risks in the market?
- ❑ Keep an eye on lesser used offerings (these often are forgotten, especially if low revenue, but can carry significant risks).

## Customer Perspective

- ❑ Continue to evaluate your usage of all SaaS applications.
- ❑ Plan for long term. Less disruption to your team.
- ❑ Scalability of usage of the software.
- ❑ Industry and market changes may eliminate need for the software.

# QUESTIONS ON SOFTWARE AS A SERVICE?



**MARKETING  
AND  
ADVERTISING  
CONTRACTS**



# Growth of Marketing and Advertising

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Mobile optimization

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Direct messaging

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Engagement with customers

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Industry expert usage

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Tie to social media trends

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Use of AI in marketing and data usage

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Influencer marketing

# Marketing and Advertising Agency Usage

## Pros

- ❑ Tap into more creative resources
- ❑ Hire specific areas of expertise
- ❑ Free up internal time
- ❑ Reduce marketing overhead
- ❑ Can tie costs to actual results

## Cons

- ❑ Cost
- ❑ Ramp up time to learn your company and customer
- ❑ May not be top customer
- ❑ Lack of ability to choose your support team

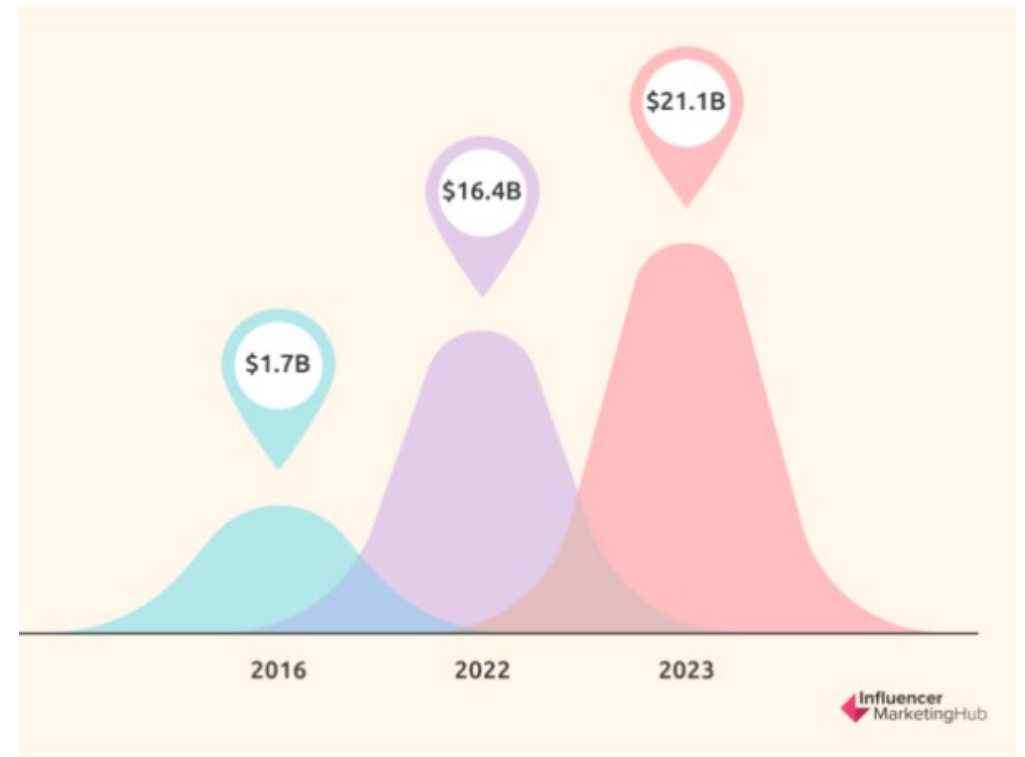
# Marketing and Advertising Contract Considerations

- ❑ Definition of all services
- ❑ Exclusivity in your industry
- ❑ Control over personnel and subcontracting
- ❑ Client approval rights
- ❑ Responsibility for legal compliance (influencer usage)
- ❑ Logistics for and management of the relationship
- ❑ Intellectual property rights to content
- ❑ Fees and Expenses tied to time, deliverables, or results of marketing campaign
- ❑ Internal tracking of success of various campaigns
- ❑ Confidentiality
- ❑ Transition plan

# Influencer Advertising

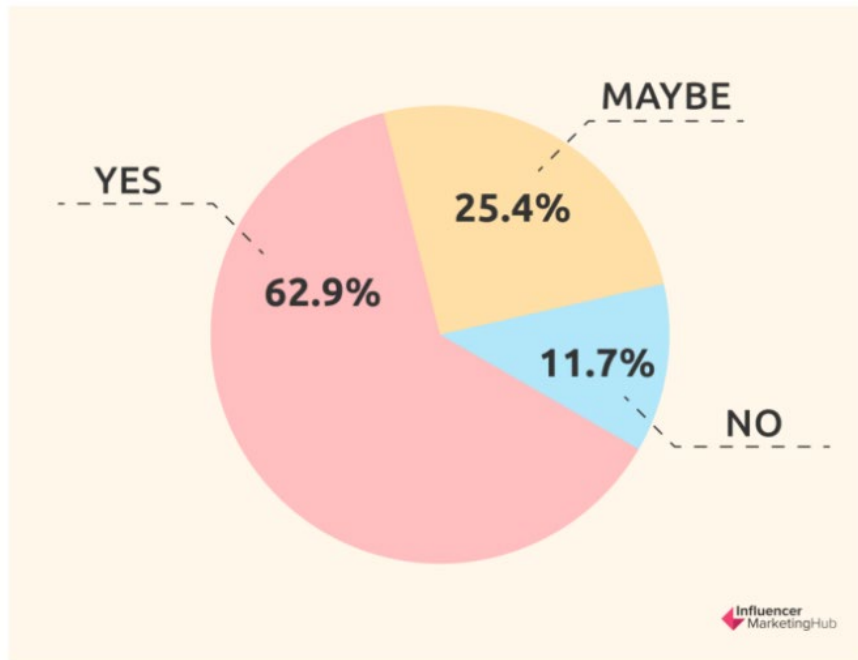
- Nearly 2/3 (63%) admit to having a standalone budget for content marketing. This figure creeps up each year and is up from 61% last year, 59% in 2021, and 55% in our 2020 survey. 82% of our respondents indicated that they would be dedicating a budget to influencer marketing in 2023
- Influencer Marketing Hub

Influencer Marketing Market Size

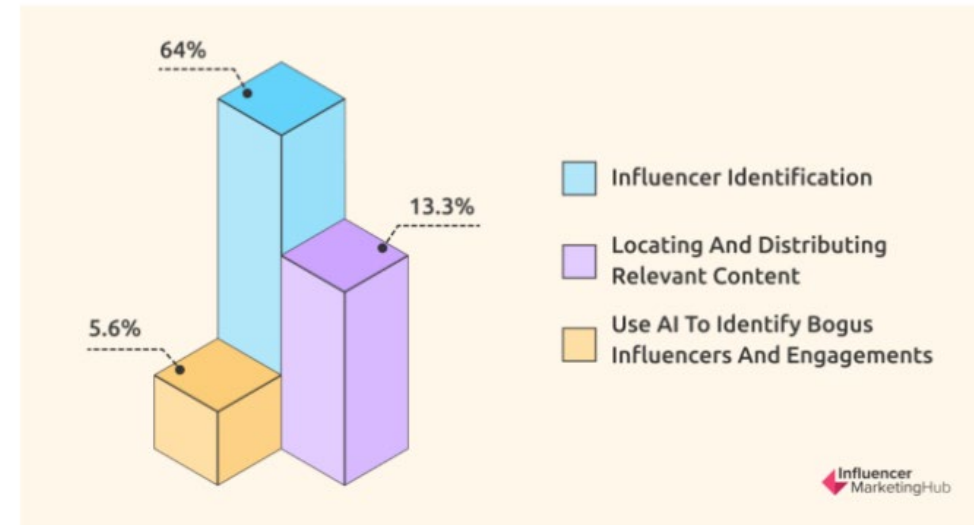


### AI / ML Usage in Influencer Campaigns

Are you planning to utilize artificial intelligence (AI) or machine learning (ML) in 2023 to identify influencers or create effective campaigns?



### The Main Purpose of AI/ML



## Influencer Payment System



- ❑ Companies reporting greatest challenges in 2023 are with identifying influencers, tracking ROI and related payments, and managing the contracts and deadlines.

# Compliance with FTC Disclosure Requirements for Influencers

- ❑ Deceptive advertising - failure to clearly disclose partnerships with influencers and brands.
- ❑ All endorsements of products should make it obvious of the connection to the brand. This includes endorsements in exchange for free products.
- ❑ Resources:
  - FTC Influencer Guide
  - [FTC.gov/influencers](https://www.ftc.gov/influencers)



# Disclosures 101

for

Social Media

Influencers

## Do you work with brands to recommend or endorse products?

If so, you need to comply with the law when making these recommendations.

One key is to make a good disclosure of your relationship to the brand.

This brochure from FTC staff gives tips on when and how to make good disclosures.

The FTC works to stop deceptive ads, and its Endorsement Guides go into detail about how advertisers and endorsers can stay on the right side of the law.

If you endorse a product through social media, your endorsement message should make it obvious when you have a relationship ("material connection") with the brand. A "material connection" to the brand includes a personal, family, or employment relationship or a financial relationship – such as the brand paying you or giving you free or discounted products or services.

Telling your followers about these kinds of relationships is important because it helps keep your recommendations honest and truthful, and it allows people to weigh the value of your endorsements.

As an influencer, it's **your responsibility** to make these disclosures, to be familiar with the Endorsement Guides, and to comply with laws against deceptive ads. Don't rely on others to do it for you.

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Disclosures 101 for Social Media Influencers



## When to Disclose

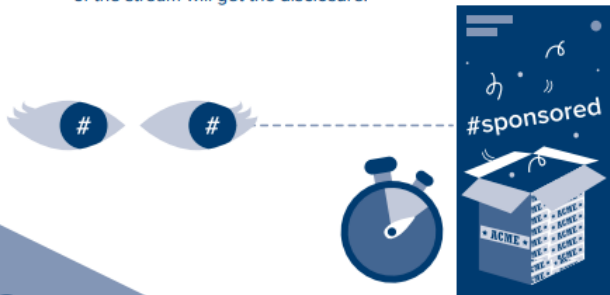
- ▶ Disclose when you have any **financial, employment, personal, or family relationship** with a brand.
  - » Financial relationships aren't limited to money. Disclose the relationship if you got anything of value to mention a product.
  - » If a brand gives you free or discounted products or other perks and then you mention one of its products, make a disclosure even if you weren't asked to mention *that* product.
  - » Don't assume your followers already know about your brand relationships.
  - » Make disclosures even if you think your evaluations are unbiased.
- ▶ Keep in mind that tags, likes, pins, and similar ways of showing you like a brand or product are endorsements.
- ▶ If posting from abroad, U.S. law applies if it's reasonably foreseeable that the post will affect U.S. consumers. Foreign laws might also apply.
- ▶ If you have no brand relationship and are just telling people about a product you bought and happen to like, you don't need to declare that you **don't** have a brand relationship.

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## How to Disclose

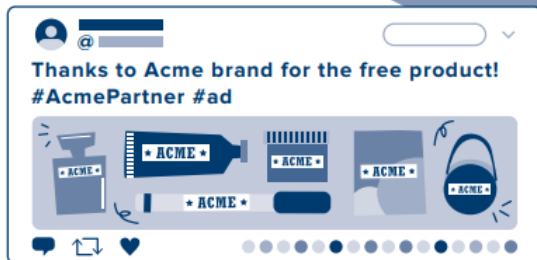
Make sure people will **see and understand** the disclosure.

- ▶ Place it so it's **hard to miss**.
  - » The disclosure should be placed with the endorsement message itself.
  - » Disclosures are likely to be missed if they appear only on an ABOUT ME or profile page, at the end of posts or videos, or anywhere that requires a person to click MORE.
  - » Don't mix your disclosure into a group of hashtags or links.
- ▶ If your endorsement is in a *picture* on a platform like Snapchat and Instagram Stories, superimpose the disclosure over the picture and make sure viewers have enough time to notice and read it.
- ▶ If making an endorsement in a *video*, the disclosure should be in the video and not just in the description uploaded with the video. Viewers are more likely to notice disclosures made in both audio and video. Some viewers may watch without sound and others may not notice superimposed words.
- ▶ If making an endorsement in a *live stream*, the disclosure should be repeated periodically so viewers who only see part of the stream will get the disclosure.



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Disclosures 101 for Social Media Influencers



- ▶ Use **simple and clear** language.
  - » Simple explanations like "Thanks to Acme brand for the free product" are often enough if placed in a way that is hard to miss.
  - » So are terms like "advertisement," "ad," and "sponsored."
  - » On a space-limited platform like Twitter, the terms "AcmePartner" or "Acme Ambassador" (where Acme is the brand name) are also options.
  - » It's fine (but not necessary) to include a hashtag with the disclosure, such as #ad or #sponsored.
  - » Don't use vague or confusing terms like "sp," "spon," or "collab," or stand-alone terms like "thanks" or "ambassador," and stay away from other abbreviations and shorthand when possible.
- ▶ The disclosure should be in the same language as the endorsement itself.
- ▶ Don't assume that a platform's disclosure tool is good enough, but consider using it in addition to your own, good disclosure.

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## What Else to Know

- ▶ You can't talk about your experience with a product you haven't tried.
- ▶ If you're paid to talk about a product and thought it was terrible, you can't say it's terrific.
- ▶ You can't make up claims about a product that would require proof the advertiser doesn't have – such as scientific proof that a product can treat a health condition.



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Disclosures 101 for Social Media Influencers

# Soliciting and Paying for Online Reviews

- ❑ **Before you ask people for reviews, know the rules of the platforms and websites on which those reviews may appear.**
  - Some platforms and websites prohibit reviews from people with personal or financial connections to the seller, or who got an incentive for the reviews – even if the reviews disclose that connection or incentive.
  - Others may allow incentivized reviews with an appropriate disclosure.
- ❑ **Even if a platform or website has none of these prohibitions or conditions, here are some rules of thumb:**
  - Don't ask for reviews from people who haven't used or experienced the product or service.
  - Don't ask your staff to write reviews of your business, at least not without ensuring that they disclose in their review that you employ them and asked them to write it.
  - Don't ask for reviews only from customers you think will leave positive ones.
  - Don't ask family and friends for reviews, at least not without ensuring that they disclose their personal connection in the reviews.
  - If you offer an *incentive* for a review, don't condition it, explicitly or implicitly, on the review being positive. Even without that condition, the review should disclose the incentive, because its offer may introduce bias or change the weight and credibility that readers give the review.
- ❑ Some **comparison websites** claim to give consumers unbiased, expert reviews of businesses and products. Behind the scenes, though, some of these websites are running pay-to-play operations, offering better ratings, reviews, and placement in exchange for a fee. Don't participate in this kind of deceptive advertising.
- ❑ Similarly, some **review platforms** – websites that display consumer reviews of other companies' products and services – may offer to collect customer reviews for you and improve your company's reputation and visibility. If you pay the platform for this kind of benefit, make sure that it clearly discloses its commercial relationship with you.
- ❑ Many review platforms have **reporting mechanisms** that allow businesses to flag for the platform when a review may be fake, defamatory, or otherwise in violation of the platform's terms of service. Don't misuse this option to get rid of honest, negative reviews.
- ❑ Some **SEO and reputation management** companies say they can boost your customer reviews and ratings. Make sure you know what they're really doing. They may not say explicitly that they get results by writing fake positive reviews of your business or fake negative reviews of your competitors. But you can be held responsible for what they do on your behalf, and review platforms could suspend or remove your accounts and listings.

# Educate your Marketing Team

- Code of Federal Regulations, 16 CFR Part 255 – Guides Concerning Use of Endorsements and Testimonials in Advertising
  - Advertisers are subject to liability for misleading or unsubstantiated statements made through endorsements or for failing to disclose unexpected material connections between themselves and their endorsers. (See [§ 255.5](#).) An advertiser may be liable for a deceptive endorsement even when the endorser is not liable. Advertisers should:
    - (1) Provide guidance to their endorsers on the need to ensure that their statements are not misleading and to disclose unexpected material connections;
    - (2) Monitor their endorsers' compliance; and
    - (3) Take action sufficient to remedy non-compliance and prevent future non-compliance. While not a safe harbor, good faith and effective guidance, monitoring, and remedial action should reduce the incidence of deceptive claims and reduce an advertiser's odds of facing a Commission enforcement action.

- An advertisement employing endorsements by one or more consumers about the performance of an advertised product will be interpreted as representing that the product is effective for the purpose depicted in the advertisement. Therefore, the advertiser must possess and rely upon adequate substantiation, including, when appropriate, competent and reliable scientific evidence, to support express and implied claims made through endorsements in the same manner the advertiser would be required to do if it had made the representation directly, *i.e.*, without using endorsements. Consumer endorsements themselves are not competent and reliable scientific evidence.
- In procuring, suppressing, boosting, organizing, publishing, upvoting, downvoting, reporting, or editing consumer reviews of their products, advertisers should not take actions that have the effect of distorting or otherwise misrepresenting what consumers think of their products, regardless of whether the reviews are considered endorsements under the Guides.
- Although an expert may, in endorsing a product, take into account factors not within the endorser's expertise (such as taste or price), the endorsement must be supported by an actual exercise of the expertise that the expert is represented as possessing in evaluating product features or characteristics which are relevant to an ordinary consumer's use of or experience with the product. This evaluation must have included an examination or testing of the product at least as extensive as someone with the same degree of represented expertise would normally need to conduct in order to support the conclusions presented in the endorsement.
- Endorsements by organizations, especially expert ones, are viewed as representing the judgment of a group whose collective experience exceeds that of any individual member, and whose judgments are generally free of the sort of subjective factors that vary from individual to individual. Therefore, an organization's endorsement must be reached by a process sufficient to ensure that the endorsement fairly reflects the collective judgment of the organization.

# MANUFACTURING AND SUPPLY

# Manufacturing and Supply Agreements – Main Considerations

## □ Diligence on supplier:

- History and reputation
- Treatment of intellectual property and confidentiality obligations
- Mission critical supplier
- Ease of alternative arrangements
- Supply chain concerns
- Exclusivity arrangements
- Jurisdiction of manufacturing and enforceability of contract and IP rights
- Financial situation of manufacturer

# Manufacturing and Supply Agreements – Main Considerations

## □ Contract Considerations:

- Exclusivity, minimum or requirements contracts
- Specificity of the products manufactured (tooling provided, resources or employees assisting)
- Change of product specifications
- Compliance with laws requirements
- Use or resale ability (typically set by manufacturer)
- Ordering procedures: purchase orders, inventory on hand, cancellations / modifications
- Acceptance and rejection of goods. Feasibility of inspections.
- Shipment, title and risk of loss
- Price and payment terms
- Product warranties
- Intellectual property rights and confidentiality obligations
- Insurance, indemnification, and limitation of liability



# Manufacturing and Supply Agreements – Main Considerations

## □ When to Bring in Specialists:

- Ensure proper treatment of your intellectual property in the jurisdiction
- Data privacy analysis if data is provided or processed
- Customs brokers and other importing specialists
- Non-compete or non-solicit/no hire provisions
- FDA specialists
- Environmental concerns in manufacturing
- If employees on third party sites, proper insurance
- Private labelling

# SPECIFIC DRAFTING PROVISIONS



# Indemnities

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Analyze if statutory indemnities are better in the context. Sometimes silence is better.

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Allocate risk appropriately between the parties considering all relevant factors.

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Predictability on recourse for damages.

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Limitation on recovery and certain exclusions.

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Increase odds of settlement if a dispute.

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Exclusive or non-exclusive recourse for a breach.

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Ensure enforceability in your jurisdiction.

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Allocation of fault.

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Identify which parties are indemnified.

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Payment for indemnity (where is the money coming from).

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# Warranties – Products and Services

Analyze what risks are involved to the negotiating parties and their customers/suppliers.

Courts apply Article 2 of UCC to services contracts as they do for a sale of goods. Should be negotiated similarly.

Scope of your express warranties, including time period, original purchaser, usage restrictions, and liability cap.

Disclaimer of all other warranties, including statements that may be on website or communicated by a sales agent.

Any conditions precedent to remedies.

Consider insurance coverage.

Logistics of the warranty obligations – does the solution actually solve the customer's problem.

# WORKING WITH OUTSIDE COUNSEL



# Best Practices

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Communication throughout the process is key. Identify and rectify communication gaps as soon as possible.

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Why is this contract / service important to the company.

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Biggest concerns on the contract/relationship.

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Relative value or risk that the contract provides to the company.

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Business relationship and history of the parties.

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Explanation on the balance of power (negotiability of the contract).

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Level of review and how much push back there should be.

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Timing of contract negotiation and review and what is most important.

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Desire for deliverable: full memorandum of analysis, email on concerns, full redline of proposed new draft, comment bubbles for other side to consider, etc.

**ANY  
QUESTIONS,  
COMMENTS, OR  
INSIGHTS?**