

# Contract Screening Evaluation

Vendor <b>Anonymized Vendor</b>	Result <b>Legal Review Required</b>
Request Date <b>06.08.2021</b>	View complete report (link to complete report available on non-anonymized Contract Screening Evaluations)
Contract <b>Master Subscription Agreement</b>	

## Screening results

Question	Answer	Status
Is TermScout's Overall Risk Rating less than Balanced?	No	Pass
Is TermScout's Overall Clarity Rating less than Medium?	No	Pass
Is Vendor's liability capped at less than 12 months' fees?	No	Pass
Does Customer waive direct damages?	No	Pass
Does the contract explicitly limit Customer's liability?	Yes	Pass
Does Vendor indemnify Customer for third-party IP infringement?	Yes	Pass
If Vendor indemnifies for third-party IP infringement, is it excepted from Vendor's liability cap?	Yes	Pass
Does Customer indemnify Vendor for: (i) Customer's use of the service, (ii) "any" action by Customer, (iii) violation of "any" third-party rights, (iv) anything arising out of this Agreement, or (v) breach of contract (any provision)?	Yes	Fail
Do Customer's indemnification obligations explicitly cover direct claims?	No	Pass
Does the contract provide any protection for Customer's confidential information?	Yes	Pass
Does Vendor claim ownership of any data provided by Customer?	No	Pass
Does Vendor receive usage rights in any data provided by Customer beyond what is necessary to improve the services or provide them to Customer?	Yes	Fail
Does Vendor commit to any data security standards or practices?	Yes	Pass
Does Vendor receive license(s) to any Customer IP that is broader than necessary to provide the services? (except if the license only covers publicity rights and/or feedback)	Yes	Fail

Does the Customer have any termination or cancellation rights?	Yes	Pass
Does the contract auto-renew, and either: (1) Customer cannot opt out or (2) Customer must provide greater than 45 days' notice?	No	Pass
Does the contract contain any restriction on Customer's ability to compete with Vendor (or any other party)?	Yes	Fail
Does the contract contain any restrictions on Customer's ability to procure similar products or services from other vendors?	No	Pass
Does Customer have any audit rights?	Yes	Pass
Does Vendor have any audit rights?	No	Pass