

[Company Logo]

Dear [Vendor],

We are excited about the prospect of purchasing goods and/or services from you and look forward to closing this transaction quickly. We have used the [TermScout](#) market analysis tool to review the [XYZ Agreement] that you submitted to us.

This review shows that your contract is generally reasonable but that you offer materially less favorable terms than leading companies in the industry in [X] key provisions. If you can fix these provisions, we can proceed with our purchase on an expedited basis.

Summary of Issues

Issues Requiring Attention	% of Top 100 Software Companies Offering Requested Provision	Representative Examples from Industry Leaders
[Vendor] must indemnify Customer for third-party IP infringement.	70%	[Vendor] indemnifies Customer for third-party IP claims. See Microsoft (§ 5.a), and Siteimprove (§ 3.d).
There must be some limits on Customer's liability.	64%	Customer's liability is capped at 12 months' fees. See Coupa (§ 9.1) and Tradeshift (§ 2.3)

If you would like to learn more about the market data cited in this report or receive more examples of what your competitors are offering in their contracts, please click [\[here\]](#).

How to Proceed

We have several options for getting this contract completed and moving forward with our purchase in an expedited fashion.

1. We can use the [XYZ Agreement] together with the attached [Exhibit A](#), which will amend the above-indicated terms to bring them in line with what the above-listed companies offer their click-accept customers. If you select this option, we will promptly provide you with the documents for e-signature.
2. You can modify the [XYZ Agreement] to address the above issues in accordance with the provisions shown on [Exhibit A](#) and submit your proposed revisions using track changes. We will promptly review the documents upon receipt and will sign them if they correct the identified issues.
3. You can sign our standard form of software services agreement.

If you select any of the above options, we will not need to run the contract through legal. If none of these options work for you, we will forward the [XYZ Agreement] to legal for full redlining and negotiation and they will reach out to you in due course.

[Company Logo]

Sincerely,

[Customer] Sourcing

[Company Logo]

Exhibit A

[Customer] Accelerated Purchase Addendum

Items Being Acquired: reference to order form, SOW, etc.	Base Terms: [XYZ Agreement]
Additional Terms: The Base Terms are subject to the following additional terms which will prevail over the Base Terms in the event of any inconsistency: <ol style="list-style-type: none">1. Vendor's limitation of liability shall not apply to Vendor's obligation to indemnify Customer against any claim made by a third party that the services infringe or misappropriate the intellectual property rights of that third party.2. In no event shall the aggregate liability of Customer in connection with this agreement exceed the total amounts paid or payable by Customer to Vendor under this agreement during the twelve (12) month period preceding such claim.	
Vendor: [enter name] By: _____ Date: _____	Customer: [enter name of customer entity] By: _____ Date: _____