

[Company Logo]

Negotiation Checklist

Vendor: [Vendor]

Contract: [XYZ Agreement]

Issues Requiring Negotiation

Topic	Issue	% of Top 100 Software Companies Offering Requested Provision	Representative Examples from Industry Leaders
Indemnification	[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).
Limitation of Liability	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).
Confidentiality	There must be some protection of Customer's confidential information.	76%	Customer's confidential information is protected. See Coupa (§ 1.2, 6.1), and Siteimprove (§ 8).
Data Protection	[Vendor] must commit to data security standards or practices.	92%	[Vendor] commits to data security standards or practices. See Tradeshift (§ 4.2) and Coupa (§ 2.3).

All remaining terms in the contract have been reviewed and approved and cannot be changed without appropriate approval.