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## Sifter Library Guide

Updated: October 1, 2024

### About This Guide

This Sifter Library Guide is intended for current and prospective customers, our partners, and LegalSifter team members. It is intended to help our users navigate our ever-expanding collection of Sifters.

A Sifter is a piece of software trained to read text and look for a specific concept. It learns from experience and improves over time. Sifters help you review and negotiate contracts faster, cheaper, and with better results. Sifters also extract specific types of structured information (such as dates and party names) faster and more consistently than any person can.

In addition to identifying relevant provisions in a contract, or noting their absence, Sifters offer guidance, to help you assess the significance of those provisions. It's either guidance we create or guidance users develop based on their best practices or with the help of outside counsel. The guidance includes negotiating guidelines and sample or recommended language.

We have developed over 2,200 Sifters covering a broad range of contract types, both ordinary-course commercial contracts (confidentiality agreements, leases, purchase agreements, and more) and more specialized areas, such as information security, shipping, and government procurement contracts.

We have almost a thousand Sifters designed to find references to regulations in the Federal Acquisition Regulation or the Defense Federal Acquisition Regulation Supplement (FAR and DFARS). These lightweight Sifters are very specialized, so they're listed in a separate table at the end of this guide.

Some Sifters are very broad—notably those with *References To* at the end of their name, which look for any reference to a particular topic. Others are more narrow. In particular, some Sifters target different aspects of a particular topic. To make it easier for you to figure out which Sifters to use, we have grouped many Sifters into “families,” with the family name followed by a colon, then the specific topic the Sifter looks for (as in **Information Security: Password Attributes**).

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Each Sifter is available in one or more of our products. This guide is intended to help stakeholders understand:

- “What Sifters are available in the Sifter Library?”
- “What is Sifter X searching for?”
- “What are some examples of sentences that Sifter X would retrieve?”

We’re also in the process of adding two new kinds of information to this guide. The first is an introduction to certain Sifter families. See for example the **Indemnification** Sifter family. The second is a Related Sifter Alert to help you distinguish between Sifters that might seem confusingly similar. For example, one alert distinguishes **Confidential Information: Obligation Not to Disclose**, **Confidential Information: Duration of Obligation Not to Disclose**, and **Confidentiality of Agreement or Terms**.

This guide is refreshed as new Sifters are added to our library, and as existing Sifters are updated and improved. This guide includes Sifters available in LegalSifter products and services. Each Sifter indicates the product(s) for which it is active.

## About LegalSifter

LegalSifter uses artificial intelligence to help people read contracts faster and avoid missing important terms and conditions. We help teams extract and organize their contract data so that it can be used to support operational processes, risk mitigation needs, compliance activities, and other processes. We have trained software to read text and look for specific concepts - these are our Sifters. The Sifters learn from experience and improve over time. LegalSifter provides its products in a Contract Control Program allowing clients to select any combination of four products: LegalSifter Review, LegalSifter Organize, Adams Contracts, and LegalSifter Control.

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## Acceptance Criteria

### *Sifter searches for*

A statement of the acceptance criteria for purchased goods or deliverables.

### ***Pattern 1: Autonomous Definition***

#### ***Examples***

- I. As used herein, Acceptance Criteria shall mean the criteria contained in the Acceptance Criteria documents generated in Phase 1 in mutual agreement (Exhibit 1) in effect at the time of the acceptance decision (such criteria being intended to verify fulfillment of the product requirements) to be applied by [Company] in determining whether an Instrument received from [Company] shall be accepted as being in accordance with Exhibit 1 and the Reliability Program Plan.
- II. "Acceptance Criteria" means the mutually agreed activities described in each phase of the schedule set forth in each SOW.

### ***Pattern 2: Integrated Definition***

#### ***Examples***

- I. The Parties shall use commercially reasonable efforts and work in good faith to mutually agree in writing upon an acceptance criteria for the New Program ("Acceptance Criteria") within sixty (60) days of the Effective Date.
- II. The Project Plan or Project Plans shall also identify acceptance criteria (Acceptance Criteria) for the testing to be performed, each party shall, in its sole discretion, assess whether the Tested Systems of the other party conform in all material respects to the Acceptance Criteria.



## Acceptance Criteria

### *Pattern 3: Stated*

#### *Examples*

- I. Infinity will deliver to [Company] only Proposed Compounds that, in [Company] reasonable judgment, meet the following Acceptance Criteria:
- II. Product shall be subject to the same shipment, delivery and acceptance criteria set forth in Section 4.02 and Section 4.04, but in each case, subject to the provisions of Section 4.06.
- III. Final version of Deliverables and Acceptance Criteria are to be defined and signed off by both Project Managers as part of the Design Specification and are included in the first Milestone Event of the [Company] class of Products

### *Pattern 4: Others*

#### *Examples*

- I. If a Statement of Work contains no additional acceptance criteria, the Acceptance Criteria will be that the Deliverable or the Test Product, as applicable, conforms to the applicable Specifications.
- II. Acceptance Criteria: Acceptance Criteria shall consist of a completed Assessment as evidenced by the nurses submission in the [System Name] (or other designated) system or the nurses notation in the [System Name] (or other designated) system of a patient no show or abandoned assessment.
- III. The acceptance criteria for the time sync mechanism will be as follows; At no time should a clock correction cause a VM kernel panic. Clock drifts should not be visible in the system logs. The monotonicity and continuity of the time value are maintained.

## Acceptance Period

### *Sifter searches for*

A statement of the period for inspecting or rejecting purchased goods or deliverables.

### ***Pattern 1: Inspect***

#### ***Examples***

- I. [Company] may inspect any or all shipments of Product to insure all specifications are met including proper labeling, packaging and count within thirty (30) business days of [Company]’s receipt of each shipment; however, any such inspection shall not relieve ESTABLISHMENT of any obligations or warranties under this Agreement.
- II. [Company] has the right to examine the goods on arrival and has Fifteen (15) business days to notify Manufacturer of any claim for damages on account of the condition, grade or quality of the goods, or non-conformity to the Specifications.

### ***Pattern 2: Notify***

#### ***Examples***

- I. [Company] will conduct acceptance testing of the Products/Services within thirty (30) days of the date of submission and notify the Supplier about acceptance or rejection of the Products/Services.
- II. If any shipment of Product is incomplete, damaged or fails to comply with the Product Specifications as evident from the accompanying certificate of analysis, [Company A] shall inform [Company B] thereof no later than [\*\*\*] days after receipt of the shipment.

## Acceptance Period

### *Pattern 3: Period of Time*

#### *Examples*

- I. [Company A] shall have 10 days from delivery to reject Nonconforming Products.
- II. [Company A] shall have a period of 10 days from the date of [Company A]’s delivery of Products (the “Inspection Period”) to inspect, or cause to have inspected by a Third Party designated by [Company A], any shipment of Products to determine whether such shipment conforms to Specifications or otherwise breaches [Company B]’s warranties set forth in this Agreement .

### *Pattern 4: Deemed Accepted*

#### *Examples*

- I. As between [Company A] and [Company B], Products shall be deemed accepted by [Company B] unless, within three (3) business days of delivery of the Products, [Company B] affirmatively rejects the Products , by written notice detailing the reasons for rejections.
- II. Excepting latent defects, Products/Services will be deemed to be accepted by [Company A] in the event [Company A] does not notify its acceptance or rejection within thirty (30) days from the date of submission.

## Access to Premises

### *Sifter searches for*

References to someone having access, or not having access, to premises.

### *Examples*

- I. In order to enable the provision of the Services, Supplier shall provide to Buyer and its Affiliates' employees and any third party service providers or subcontractors who provide the Services, at no cost to Buyer, access to the facilities, assets and books and records of Supplier and its Subsidiaries and Affiliates which will receive the benefit of the Services, in all cases to the extent reasonably necessary for Buyer to fulfill its obligations under this Agreement.
- II. Pending the completion of the Contemplated Transaction, the Company shall (and Seller shall cause the Company to) afford to the officers, employees and authorized representatives of Buyer (including independent public accountants and attorneys) complete access to the offices, properties, employees and business and financial records (including computer files, retrieval programs and similar documentation) of the Company to the extent Buyer shall deem necessary or desirable.

## **Accessibility of Information Technology**

### ***Sifter searches for***

References to making information technology accessible.

### ***Example***

- I. Licensor shall comply with the Americans with Disabilities Act (ADA), by supporting assistive software or devices such as large-print interfaces, text-to-speech output, refreshable braille displays, voice-activated input, and alternate keyboard or pointer interfaces in a manner consistent with the Web Content Accessibility Guidelines published by the World Wide Web Consortium's Web Accessibility Initiative.

## **Acknowledging Laws on Trading Securities**

### ***Sifter searches for***

Provisions in which a party acknowledges that federal and state securities laws prohibit trading while in possession of material, non-public information about a publicly-traded company.

### ***Pattern 1: Acknowledging***

#### ***Example***

- I. The Parties and their Representatives acknowledge that federal and state securities Laws prohibit any Person or entity who has material, non-public information about a publicly-traded company (such as the Confidential Information ) from purchasing or selling securities of such company, or from communicating such information to any other Person or entity under circumstances in which it is reasonably foreseeable that such Person or entity is likely to sell or purchase such securities.

### ***Pattern 2: Liability***

#### ***Examples***

- II. [Company A] acknowledges that the Company is an issuer with securities registered pursuant to the Securities Exchange Act of 1934, as amended, and that the disclosure of nonpublic information regarding the Company, including but not limited to Confidential Information, or trading in the securities of the Company by [Company A] while in the possession of such non-public information may, depending on the facts and circumstances, subject [Company A], as the case may be, to liability under certain securities laws.
- III. Without limiting the foregoing, [Company A] acknowledges that [Company B] is an issuer with securities registered pursuant to the Exchange Act and that the disclosure of nonpublic information regarding [Company B] or any of its subsidiaries, including but not limited to [Company B]'s entry into this Agreement, by [Company A] or trading in the securities of [Company B] by [Company A] while in the possession of such information may, depending on the facts and circumstances, subject [Company A] to liability under certain securities laws.

## **Affiliates: Definition**

### *Sifter searches for*

A definition of "affiliate" and its variants.

### *Examples*

- I. "Affiliates" means..
- II. Section 19.1 of the contract refers to Related Companies and their responsibilities.

## Amending Plans or Budgets, References To

### *Sifter searches for*

References to amending plans, budgets, design specifications or drawings.

### *Examples*

- I. Any effect on price or other terms resulting from Design Changes will be mutually agreed to by the Parties in the Impact Proposal.
- II. In the event [Company] does not approve all or any portion of any Operating Budget and/or Capital Budget, [Party] will promptly revise the same in accordance with [Company's] request and will resubmit the applicable Budgets or portions thereof to [Company] for its approval.
- III. If Tenant requests any changes to the Work described in the Space Plans or Landlord's Plans, then such increased costs and any additional design costs incurred in connection therewith as the result of any such change shall be added to the Total Construction Costs.



## **Amendment: Must Be in Writing**

### *Sifter searches for*

A provision saying that an amendment must be in writing to be valid.

### ***Pattern 1: May Amend***

#### ***Examples***

- I. The parties may not amend this Agreement, except by written agreement of the parties.
- II. This Agreement may be amended or modified only by a written instrument signed by the Executive and by a duly authorized representative of the Company.

### ***Pattern 2: Effective***

#### ***Examples***

- I. Any modification of this Agreement shall be effective only if it is in writing and signed by both the Employee and an authorized officer of the Company.
- II. No amendment, modification or waiver in respect of this Amendment will be effective unless in writing (including a writing evidenced by a facsimile transmission) and executed by each of the parties.

### ***Pattern 3: No Oral***

#### ***Examples***

- I. This Agreement may not be modified, changed or terminated orally.
- II. This Agreement may not be amended or repealed by oral agreement of the Members or by oral or written agreement of the Managers.

**Amendment: Unilateral**

***Sifter searches for***

references to one party amending a contract (including attachments) without the consent of the other party.

***Examples***

- I. We may amend or change any part of your Agreement, including the periodic rates and other charges, or add or remove requirements at any time.
- II. The Bank may amend this Agreement and any Supplemental Agreement or terms of any Service by giving at least 30 days prior written notice to Customer, and the use of the applicable Service by the Customer after such 30 day period will be deemed to be acceptance of such amendment by the Customer.
- III. [Company] may amend or change this Agreement from time to time, in its sole discretion, by providing Employer written notice by electronic or regular mail, or by posting the updated terms on [Company]'s website.

## **Americans with Disabilities Act**

### *Sifter searches for*

Provisions that refer to the Americans with Disabilities Act.

### *Examples*

- I. (k) For purposes of this Agreement, Disability shall mean Executive s inability to perform the essential duties, responsibilities and functions of his position with the Company and its Subsidiaries for more than 26 weeks in any 12 month period as a result of any mental or physical disability or incapacity as defined in the Americans with Disabilities Act or as otherwise determined by the Board in its reasonable good faith judgment.
- II. Nothing in this Section is intended to be in violation of the Americans with Disabilities Act.
- III. The Borrower and each of its Subsidiaries is in compliance with the requirements of all federal, state and local laws, rules and regulations applicable to or pertaining to their Property or business operations (including, without limitation, the Occupational Safety and Health Act of 1970 and the Americans with Disabilities Act of 1990) where any such non-compliance, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect.

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## Annual Target: Definition

### *Sifter searches for*

The definition of the defined term "Annual Target".

### *Examples*

- I. Annual Targets means: the targeted orders per each group of PRODUCTS during any twelve (12) months period for delivery in the same twelve (12) months period for [\*\*\*] to reach, starting from January 1, [\*\*\*\*];
  
- II. Annual Targets when used in this Agreement, shall have the following meanings with respect to \*\*\*\* in each Year of the \*\*\*\* Term: Year Annual Target: \*\*\*\* \*\*\*\* \*\*\*\*  
\*\*\*\* \*\*\*\* \*\*\*\* \*\*\*\* \*\*\*\* \*\*\*\*
  
- III. "Annual Target" has the meaning set forth in Section 3b.

## **Anonymized Statistics, References To**

### *Sifter searches for*

References to anonymized statistics.

### *Example*

- I. Notwithstanding anything to the contrary in this Agreement, Provider may monitor Customer's use of the Services and collect and compile Anonymized Statistics, which will include and incorporate the Customer Data.

## **Arbitration: Resolving Dispute by Arbitration**

### *Sifter searches for*

References to arbitration as a means of resolving disputes.

### *Examples*

- I. Any controversy or claim arising out of or relating to this Agreement, or the breach of the same, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, or another nationally recognized arbitration association mutually agreed upon by the parties hereto.
  
- II. Any dispute arising under this Service Agreement shall be submitted by the parties to binding arbitration.

## Article 1195 of the French Civil Code, References To

### *Sifter searches for*

References to Article 1195 of the French Civil Code.

### *Examples*

- I. Without prejudice to the other provisions of Article 10 hereof, each Party agrees that the application of the provisions of Article 1195 of the French Civil Code to its obligations under the Agreement is excluded and acknowledges that it will not be authorized to invoke the provisions of Article 1195 of the French Civil Code.
  
- II. Waiver of Article 1195 of the French Civil Code

## Introducing the Assignment Sifters

If you're interested in anything regarding assignment of rights and obligations under a contract, use **Assignment of Rights and Obligations**.

**Assignment of Rights and Obligations** is also the "parent" of these four "child" Sifters, which look for subtopics:

- **Assigning Rights and Obligations: By Operation of Law**
- **Assigning Rights and Obligations: Change of Control**
- **Assigning Rights and Obligations: To Affiliates**
- **Assigning Rights and Obligations: Void**

If you have one or more of the child Sifters switched on and the contract you're sifting contains a relevant provision, **Assignment of Rights and Obligations** would also flag that provision. To avoid that kind of double-flagging, you could switch off **Assignment of Rights and Obligations**, but otherwise relevant provisions that don't address any of the child subtopics wouldn't be flagged.



## Assigning Rights and Obligations

### *Sifter searches for*

A provision addressing whether or not a party may assign rights or obligations under the contract.

### ***Pattern 1: Absolutely Unassignable***

#### ***Examples***

- I. The obligations of the Employee are personal and shall not be assigned by the Employee.
- II. The Employee may not assign Employee's rights or obligations hereunder.

### ***Pattern 2: Assignable Without Condition***

#### ***Examples***

- I. Employee consents to any assignment by the Company of this Agreement.
- II. Company hereby agrees that the provisions of this Agreement may be assigned in whole or in part by Counterparty, and Company hereby consents to such assignment and agrees to be bound to the assignee under all of the terms and conditions of this Agreement.

### ***Pattern 3: Assignable With Consent***

#### ***Examples***

- I. The Receiving Party shall not assign or delegate its obligations under this Agreement either in whole or in part without the prior written consent of the Company.
- II. This Agreement may not be assigned by either Party without the prior written consent of the other and shall be binding on, and inure to the benefit of the respective successors of the Parties thereto.

## **Assigning Rights and Obligations: By Operation of Law**

### ***Sifter searches for***

References to assignment by operation of law in provisions governing assigning or not assigning rights or obligations under a contract.

### ***Examples***

- I. Employee's rights and obligations under this Agreement are personal and such rights, benefits, and obligations of Employee shall not be voluntarily or involuntarily assigned, alienated, or transferred, whether by operation of law or otherwise, by Employee without the prior written consent of Employer.
- II. Assignment of this agreement by either party to a successor organization by merger or acquisition does not require the consent of the other party.

## **Assigning Rights and Obligations: Change of Control**

### ***Sifter searches for***

References to change of control in provisions governing assigning or not assigning rights or obligations under a contract.

### ***Examples***

- I. This Warrant Agreement may not be assigned, or otherwise transferred, in whole or in part, by either party without the prior written consent of the other party, which the other party will not unreasonably withhold, condition or delay; except that (i) consent is not required for an assignment or delegation of duties by Warrant Agent to any Affiliate of Warrant Agent and (ii) any reorganization, merger, consolidation, sale of assets or other form of business combination by Warrant Agent or the Company shall not be deemed to constitute an assignment of this Warrant Agreement.
- II. The Company may assign its rights and obligations under this Agreement to any successor to all or substantially all of the business or the assets of the Company (by merger or otherwise).

## Assigning Rights and Obligations: To Affiliates

### *Sifter searches for*

References to assignment to affiliates, subsidiaries, or a parent in provisions governing assigning or not assigning rights or obligations under a contract.

### *Examples*

- I. No party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of each other party, except that Parent or Merger Sub may transfer or assign, in whole or in part, its rights and obligations under this Agreement to any of its Affiliates; provided that such transfer or assignment shall not relieve Parent or Merger Sub of its obligations hereunder or enlarge, alter or change any obligation of any other party or due to Parent or Merger Sub.
- II. This Agreement shall not be assigned by any Party (including by operation of law, by merger or otherwise) without the prior written consent of (a) Parent , in the case of an assignment by a Stockholder and (b) each Stockholder, in the case of an assignment by Parent; provided that Parent may assign any of its respective rights and obligations to any direct or indirect Subsidiary of Parent, but no such assignment shall relieve Parent of its obligations hereunder.

## **Assigning Rights and Obligations: Void**

### *Sifter searches for*

A provision stating that assignment other than in accordance with the contract will be void.

### *Examples*

- I. No assignment or transfer of this Note or any rights or obligations hereunder may be made by any party hereto (by operation of law or otherwise) without the prior written consent of the other party hereto and any attempted assignment without the required consent shall be void.
  
- II. Any such non-consensual assignment, sublicense, subcontract or encumbrance of this Agreement shall be invalid and of no force or effect.

## **Assumption of Risk**

### *Sifter searches for*

A provision that addresses assumption of risk by one or more parties.

### *Examples*

- I. Purchaser further hereby assumes the risk of changes in applicable laws and regulations relating to past, present and future environmental, safety or health conditions on, or resulting from the ownership or operation of, the Property, and the risk that adverse physical characteristics and conditions, including without limitation the presence of Hazardous Substances or other substances, may not be revealed by its investigation.
- II. The Licensee hereby assumes all risk and liability in connection with its use of the Company's Intellectual Property, as the case may be.

## **Audits and Inspections of Books and Records**

### *Sifter searches for*

Whether a party may audit another party's records.

### *Examples*

- I. Buyer shall have reasonable access to the Books and Records, in order to conduct such examinations as Buyer deems necessary provided that such examinations: (a) shall be conducted during the normal business hours of Seller and (b) shall not unreasonably interfere with the operations and activities of Seller.
- II. During the term of this Agreement, on reasonable request and during regular business hours, either Party may at its own expense reasonably inspect the Facility and audit the other Party's books, records, and other documents as necessary to verify compliance with the terms and conditions of this Agreement.
- III. The Contractor shall comply with all provisions specified in applicable AHCCCS Rule R9-22-521 and AHCCCS policies and procedures relating to the audit of the Contractor's records and the inspection of the Contractor's facilities.

## **Audits: References To**

### *Sifter searches for*

References to an audit.

### *Examples*

- I. Sellers have provided or otherwise made available to Purchaser all environmental audits, reports, and assessments concerning the Business and the Real Property that are in the possession, custody or control of Sellers.
- II. Licensee agrees to cease doing business with any supplier, with respect to Licensed Product, in the event such supplier fails to permit such inspection and audit or fails to comply with Licensee's standards or Licensor's Standards of Engagement within sixty (60) days of such failure.
- III. The results of any audit and/or monitoring of [Party A's] access to and/or use of [xxxxx] pursuant to this Section shall be subject to the confidentiality provisions of this Agreement and shall not be used by [Party B] for any marketing purposes, except as permitted by Applicable Law.



## **Authenticated User: Definition**

### *Sifter searches for*

The definition of the defined term "Authenticated User".

### *Examples*

- I. "Authenticated User" means an individual who directly or indirectly uses the [Program] or receives credentials from the [Company].

## Authority to Enter Into Agreement

### *Sifter searches for*

A statement of fact regarding whether a party is authorized to enter into the contract.

### *Examples*

- I. Each of the parties to this Agreement hereby represents and warrants to the other that it is duly authorized and empowered to execute, deliver and perform this Agreement and that such action does not conflict with or violate any provision of law, regulation, policy, contract, deed of trust or other instrument to which it is a party or by which it is bound and that this Agreement constitutes a valid and binding obligation of it, enforceable in accordance with its terms.
  
- II. Each Management Party has full power and capacity to execute and deliver the Transaction Documents to which he is or will be a party and any of the other agreements, documents, instruments or certificates contemplated by this Agreement to which he is or will be a party or signatory.

## **Authorized User: Definition**

### *Sifter searches for*

A definition of the defined term "Authorized User" and variants.

### *Examples*

- I. I. Authorized Users means an individual or individuals with an authorized business requirement to access Confidential Information.
  
- II. II. Authorized Users means all Persons authorized by the State to access and use the Software under this Contract, subject to the maximum number of users specified in the applicable Statement of Work.

## **Automatic Renewal: Notice Period**

### ***Sifter searches for***

A provision saying what notice is required to prevent automatic renewal.

### ***Examples***

- I. This Agreement shall be renewed automatically for succeeding terms of three (3) years each unless either party gives written notice to the other at least ninety (90) days prior to the expiration of any term of Executive's or Company's intention not to renew pursuant to Company's bylaws.
- II. This Agreement shall be automatically extended for one additional year, unless on or before November 30, 2007 (for the initial term), or thirteen (13) months before the expiration of any extended term, either Party provides to the other written notice of its desire not to automatically renew this Agreement.
- III. This Agreement shall be automatically renewed for successive one (1) year terms thereafter (each a Renewal Term) until and unless either Party provides the other Party with one hundred eighty (180) days prior written notice to the end of the Initial Term or the Renewal Term.
- IV. This Agreement shall automatically renew and be extended from year to year upon the expiration of the Employment Term (as extended if extended) unless terminated by either party by written notice given to the other at least three months prior to its termination date. If any such notice shall be given, this Agreement shall terminate on the next succeeding October 31.

## **Automatically or Self-Deleting Provisions**

### *Sifter searches for*

References to automatically or self-deleting provisions.

### *Examples*

- I. If any provisions of this Agreement are or will come into conflict with the laws or regulations of any jurisdiction or any governmental entity having jurisdiction over the parties or this Agreement, those provisions will be deemed automatically deleted, if such deletion is allowed by relevant law, and the remaining terms and conditions of this Agreement will remain in full force and effect.
- II. This clause shall no longer have any force and effect, and shall be deemed to be automatically deleted from this Agreement, upon the later of the completion by the holding company of the Borrower of a Qualified IPO or the issuance by the FDA of marketing approval for either Party.
- III. Clauses [y] through [z], insofar as they apply to the Pledged Assets, shall no longer have any force and effect, and shall be deemed to be automatically deleted from this Loan Agreement, upon the later of:

## **BAA: BA Complies with Requirements Applicable to CE's Obligations**

### ***Sifter searches for***

A provision in business associate agreements stating that a business associate carrying out the covered entity's obligations under the Privacy Rule must comply with all related requirements.

### ***Pattern 1: Acts to Comply***

This pattern looks for language that describes a business associate with language about an obligation to take an action to comply on behalf of the covered entity with language to satisfy covered entity's obligations.

### ***Examples***

- I. To the extent BA carries out CE's obligations under HIPAA, BA will comply with the requirements that apply to CE in the performance of such obligations.
- II. Business Associate shall be directly responsible for full compliance with the relevant requirements of the Privacy Rule to the same extent as Covered Entity.

### ***Pattern 2: Discloses to Comply***

This pattern looks for language that describes a business associate with language regarding health related information being made available with language regarding as such is necessary to satisfy covered entity's obligations.

### ***Examples***

- I. Upon written statement by CE that it is unable to provide access on its own, and within 30 days after the date of a written request by CE, BA shall provide any information necessary to fulfill CE's obligations to provide access to PHI under HIPAA , the HITECH Act, or the Privacy and Security Rule.
- II. Business Associate agrees to provide access to Covered Entity, within five days after receiving a written request from Covered Entity, to PHI in a Designated Record Set about an Individual, sufficient to allow Covered Entity to provide access to such Individual to his or her PHI, in compliance with the requirements of 45 C.F.R.

## **BAA: BA PHI Disclosure Record-Keeping**

### ***Sifter searches for***

References in business associate agreements to maintaining records on disclosure of protected health information.

### ***Examples***

- I. Business Associate shall maintain information to provide an accounting of disclosures of PHI.
- II. [Company] will make available to [Company] the information required to provide an accounting of Disclosures in accordance with 42 U.S.C. § 17935(c) and 45 C.F.R. § 164.528 of which [Company] is aware, within thirty (30) days after such information is requested by [Company].

**BAA: BA to Provide PHI and HIPAA Training to Employees**

*Sifter searches for*

A provision in business association agreements that requires the business associate to train its employees in personal health information and HIPAA.

*Examples*

- I. Business Associate shall provide appropriate up-to-date training to its employees on its internal policies and procedures related to the HIPAA Privacy and Security Rules, including those related to Breaches and mitigation of potential damage.
- II. Contractor shall provide training as to the Privacy Rule and the Physician Practices privacy policy to all of its employees who will handle or be responsible for handling Protected Health Information on the Physician Practice behalf.



## **BAA: Books and Records for Compliance**

### *Sifter searches for*

Provisions in business associate agreements saying that the business associate must make available records relating to use of personal health information to determine that the covered entity has complied with HIPAA.

### *Examples*

- I. Business Associate agrees to make relevant internal practices, books and records including policies and procedures relating to the use and disclosure of ePHI received from, or received on behalf of, Covered Entity available to Covered Entity, within five (5) working days of receipt of request from Covered Entity or to the Secretary in a time and manner designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- II. With regard to its use and/or disclosure of PHI obtained from Covered Entity, Business associate agrees to make available its internal practices, books and records relating to the use and disclosure of PHI to the Secretary of HHS for purposes of determining the Covered Entity's compliance with HIPAA.

## **BAA: CE to Inform Business Associate of Privacy Practices**

### ***Sifter searches for***

Provisions in business associate agreements saying that the covered entity must keep the business associate informed of privacy practices regarding use or disclosure of personal health information.

### ***Pattern 1: Limitations on Notice***

#### ***Example***

- I. Covered entity shall notify business associate of any limitation(s) in the notice of privacy practices of covered entity under *45 CFR 164.520*, to the extent that such limitation may affect business associate's use or disclosure of protected health information.

### ***Pattern 2: Changes in Permission***

#### ***Example***

- I. Covered entity shall notify business associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect business associate's use or disclosure of protected health information.

### ***Pattern 3: Restriction in Use***

#### ***Example***

- I. Covered entity shall notify business associate of any restriction on the use or disclosure of protected health information that covered entity has agreed to or is required to abide by under *45 CFR 164.522*, to the extent that such restriction may affect business associate's use or disclosure of protected health information.

## **BAA: Disclose PHI as Specified to Satisfy CE Obligations**

### **Sifter searches for**

Provisions in business associate agreements saying that the business associate must disclose personal health information or other confidential information to the covered entity to permit the covered entity to comply with its statutory obligations.

### **Examples**

- I. Business Associate agrees to make available protected health information in a designated record set to the covered entity as necessary to satisfy covered entity's obligations under 45 CFR 164.524.
- II. To the extent that the BA possesses or maintains PHI in a Designated Record Set, within fifteen (15) days of a written request from the CE, the BA will make available to the CE PHI in a designated record set as necessary to satisfy the CE's obligations under 45 CFR 164.524 and Section 13405(e) of HITECH.
- III. Upon written statement by CE that it is unable to provide access on its own, and within 30 days after the date of a written request by CE, BA shall provide any information necessary to fulfill CE's obligations to provide access to PHI under HIPAA , the HITECH Act, or the Privacy and Security Rule.

## **BAA: HIPAA Definitions**

### *Sifter searches for*

Statements to the effect that one or more defined terms used in the contract are as defined in HIPAA.

### *Examples*

- I. The following terms used in this Agreement shall have the same meaning as those terms as set forth in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Electronic Protected Health Information (ePHI), Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.
- II. All capitalized terms used herein that are not otherwise defined have the meanings ascribed in HIPAA.

## **BAA: HIPAA Interpretation**

### *Sifter searches for*

A statement that ambiguities are to be construed in a way that permits compliance with HIPAA.

### *Examples*

- I. Any ambiguity in this Agreement shall be construed and resolved in favor of a meaning that permits the Covered Entity and Business Associate to comply with applicable state and federal law.
- II. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the then most current version of HIPAA and the HIPAA privacy regulations.

## **BAA: Impermissible Requests by Covered Entity**

### *Sifter searches for*

A provision prohibiting the covered entity from having the business associate use or disclose personal health information in a way that would violate applicable law if done by the covered entity.

### *Examples*

- I. Covered entity shall not request business associate to use or disclose protected health information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by covered entity.
- II. Covered entity shall not request WPS to use or disclose protected health information in any manner that would not be permissible, if done by Covered Entity, under Subpart E of 45 CFR Part 164.
- III. Covered Entity shall not request [Company] to use or disclose PHI in any manner that would not be permissible under the Privacy Rule and the HITECH Act if done by Covered Entity.

## **BAA: Permitted Uses and Disclosures**

### *Sifter searches for*

A provision stating that the business association may only use or disclose personal health information as required by law.

### *Examples*

- I. Except as otherwise limited in this Exhibit or the Agreement, Business Associate may use and/or disclose PHI to provide the services specified in the Agreement, provided that such use or disclosure of PHI would not violate the Privacy Rule, HITECH Act or the Security rule if done by Covered Entity.
- II. Business Associate is authorized to use the PHI to de-identify the information in accordance with 45 CFR 164.514(a)-(c).
- III. Except as otherwise limited in this Exhibit or the Agreement, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out its legal responsibilities of the business associate, provided the disclosures are required by law, or business associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies business associate of any instances of which it is aware in which the confidentiality of the information has been breached.

## **BAA: PHI Obligations Upon Termination**

### *Sifter searches for*

Provisions stating the obligations of the business associate on termination of the business associate agreement.

### *Examples*

- I. Upon termination of this Agreement for any reason, business associate shall return to covered entity [or, if agreed to by covered entity, destroy] all protected health information received from covered entity, or created, maintained, or received by business associate on behalf of covered entity, that the business associate still maintains in any form. Business associate shall retain no copies of the protected health information.
- II. Upon termination of this Agreement for any reason, business associate, with respect to protected health information received from covered entity, or created, maintained, or received by business associate on behalf of covered entity, shall: ...
- III. Except as otherwise provided herein, upon termination for any reason, Company will return to Provider or destroy all Protected Health Information created or received for or from Provider.



## **BAA: Regulatory References**

### *Sifter searches for*

A provision stating that contract references to a section in HIPAA means that section as then in effect.

### *Examples*

- I. A reference in this Agreement to a section in HIPAA means the section as in effect or as amended or modified from time to time, including any corresponding provisions of subsequent superseding laws or regulations.
- II. A reference in this Agreement to a section in the Privacy and Security Rules means the section as in effect at the relevant time.
- III. A reference in this Agreement to a section in a federal, State, or local statute, law, or regulation means the section as in effect or as amended.

## **BAA: Report Unauthorized Disclosure**

### *Sifter searches for*

A provision requiring the business associate to report any unauthorized disclosure or use of personal health information.

### *Examples*

- I. Business Associate agrees to report to Covered Entity in writing any access, use or disclosure of the PHI not provided for permitted by this Agreement and, any Security Incidents of which Business Associate (or Business Associate s employee, office or agent) becomes aware.
- II. Business Associate agrees to report any such Breach, unauthorized use or disclosure within ten (10) business days of becoming aware of such use or disclosure.

## **BAA: Require Subcontractor to Agree to Terms**

### *Sifter searches for*

A provision requiring that the business associate subject subcontractors to restrictions on how they treat personal health information that are the same as those governing the business associate.

### *Examples*

- I. Business Associate agrees to require that any agent, including a subcontractor, which creates, receives, maintains, or transmits ePHI on behalf of Covered Entity agrees in writing to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- II. In accordance with 45 CFR 164.502(e)(1) and 164.308(b), if applicable, the Business Associate shall ensure that any subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.

## **BAA: Use Appropriate Safeguards to Prevent Unauthorized Use**

### *Sifter searches for*

A provision requiring that the business associate implement safeguards to prevent unauthorized disclosure or use of personal health information.

### *Examples*

- I. Business Associate agrees to use appropriate safeguards and comply with federal law.
- II. Business Associate shall use appropriate physical, technical and administrative safeguards, and shall comply with the Security Rule with respect to ePHI, to prevent use or disclosure of PHI other than as provided for by this Agreement or as Required by Law.
- III. Business Associate agrees to use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than provided for by this Exhibit.

## Background Checks

### *Sifter searches for*

Provisions that refer to conducting background checks.

### *Examples*

- I. This offer is also contingent upon successful completion of a background check, including a check of your employment references.
- II. If [Company] assigns Persons (whether employees, contractors (including Subcontractors) and/or agents) to perform work at any [Company] Site, [Company] shall conduct a background check on all such Persons and review the results of the background check of each Table of Contents Person to verify that the Person meets [Company] standards for employment before presenting the results of the background check to [Company] and requesting that [Company] grant access to any such Person to any [Company] Site.
- III. Service Provider shall conduct background checks for Personnel hired or engaged after the Execution Date that have access to or responsibility for Services Recipients cash, money, bank accounts, investment accounts or other financial assets.

## Background Intellectual Property: Definition

### *Sifter searches for*

Definition of the defined term "Background Intellectual Property" and variants.

### *Examples*

- I. Background IP means all Intellectual Property Rights Controlled by either Party as of the Effective Date or during the Term , but excluding the Foreground IP;
- II. "Company Background IP" means (a) the Patent Rights set forth on Schedule A and know-how owned or controlled by Company or any of its Affiliates as of the Effective Date and (b) the Company Platform Improvements.
- III. "[Company] Background IP" means, collectively, the [Company] Patents , the [Company] Know-How and the [Company] Materials, in each case, existing as of the Effective Date.

## Background Intellectual Property: Rights or No Rights To

### *Sifter searches for*

A provision stating that a party or the parties do or do not have rights to another party's background intellectual property.

### ***Pattern 1: Grant/Not Grant***

#### ***Examples***

- I. The Parties agree that nothing in this Agreement grants either Party any rights to any background intellectual property of the other Party created before the Effective Date of the Agreement.
- II. This Agreement shall not be construed as implying that either Party hereto shall have the right to use Background Intellectual Property of the other Party in connection with this Agreement, except as otherwise expressly provided herein.

### ***Pattern 2: Remains Property***

#### ***Examples***

- I. This Agreement does not affect the ownership of a Party's Background Intellectual Property which remains the property of such Party (or its licensors).
- II. For clarity, all right and title to and in such Process Specifications and [Company]'s Background Intellectual Property shall remain solely vested in [Company].

### ***Pattern 3: Retain Ownership***

#### ***Examples***

- I. Each party shall retain ownership of its own Background IP.
- II. Each party will retain ownership of its Background IP, and nothing in this Agreement will be deemed to grant any such ownership to the other party.

## **Background Intellectual Property: Rights or No Rights To**

### ***Pattern 4: Permission/Prohibition***

#### ***Examples***

- I. [Company] shall use the Aimmune Background IP solely for the purposes of performing under this Agreement.
- II. Each Party may use the other Party's Background Intellectual Property identified in an Appendix to this CRADA solely in performance of research under the Joint Work Statement. This CRADA does not grant to either Party any option, grant, or license to commercialize, or otherwise use the other Party's Background Intellectual Property.



## Backing Up

### *Sifter searches for*

Provisions that refer to backing up information.

### *Examples*

- I. [Company] shall provide back-up facilities to the data center or centers used by [Company] to provide the services hereunder (collectively, the “Back-Up Facilities”) capable of supplying the services specified herein to the Fund in case of damage to the primary facility providing those services.
- II. provided, however, that a Party shall not be required to destroy or return any such Information to the extent that (i) the Party is required to retain the Information in order to comply with any applicable Law, (ii) the Information has been backed up electronically pursuant to the Party’s standard document retention policies and will be managed and ultimately destroyed consistent with such policies or (iii) it is kept in the Party's legal files for purposes of resolving any dispute that may arise under this Agreement or any Ancillary Agreement.
- III. Such measures and processes will include, but not be limited to, (a) storage of hard-copy documents and computer storage disks in locked, fireproof containers, and (b) back-up and recovery systems (which are periodically tested) for computer-based systems.

## **Best Practices: Definition**

### *Sifter searches for*

A definition of the defined term "Best Practices".

### *Examples*

- I. "Best Practices" means
- II. Section 19.1 of the contract refers to Best Practices.

## **Bonds: Costs**

### *Sifter searches for*

References to bond-related costs.

### *Examples*

- I. Bond costs are a reimbursable expense.
  
- II. Contractor shall reimburse Owner for its reasonable attorneys' fees incurred to discharge or modify such lien and all costs incurred by Owner to bond such lien (including reasonable attorneys fees).
  
- III. Amend Valuation of Securities Endorsement to include the cost of replacing such securities plus cost to post a Lost Instrument Bond.

## **Bonds: Payment Bonds, References To**

### *Sifter searches for*

References to payment bonds.

### *Examples*

- I. Bonds: Subcontractor shall provide such performance and payment bond as required by the Release.
- II. Labor and material security bonds provide assurance that all workers are paid in construction projects.
- III. Construction companies must have a materialman bond in place to ensure payment for the labor force.

## **Bonds: Performance Bonds, References To**

### *Sifter searches for*

References to performance bonds.

### *Examples*

- I. The Performance Bond shall be furnished by the Contractor, at its own cost, to guarantee the due, faithful and complete performance of this Contract and the observance by the Contractor of all stipulations, conditions and obligations on the part of the Contractor herein contained.
- II. Bonds: Subcontractor shall provide such performance and payment bond as required by the Release.
- III. Prior to the commencement of any work contemplated by this Section, proof of compliance with the insurance and performance bond requirements established by the State shall be submitted to The Office of General Services, Assistant Director.

#### IV. LEGALSIFTER REVIEW and LEGALSIFTER ORGANIZE

##### **Bonds: References To**

###### *Sifter searches for*

References to bonds.

###### *Examples*

- I. Party A shall have the right to deduct the sums, expenses, liquidated damages, compensation or late fees payable or due by Party B under this Contract from the performance bond.
- II. The Bonds shall bear interest at the rate of [x]% per annum (the "Bond Rate").
- III. A charge in addition to regular rates will be made for merchandise in bond.

## **Breach of Obligation**

### *Sifter searches for*

References to breach of obligations under a contract.

### *Examples*

- I. the other Party breaches any of its obligations under this Agreement and fails to cure such breach to the satisfaction of the terminating Party within thirty (30) days after written notice thereof from the terminating Party.
- II. if the Issuer or the Guarantor fails to perform or observe any of its other obligations under these Conditions or the Guarantee and (except in any case where the failure is incapable of remedy, when no continuation or notice as is hereinafter mentioned will be required) the failure continues for the period of 30 days following the service by a Noteholder on the Issuer or the Guarantor (as the case may be) of notice requiring the same to be remedied.

## **Bribery and Corruption**

### *Sifter searches for*

References, provisions relating to bribery or corruption.

### *Examples*

- I. Consultant shall comply with, and will not cause [Company] and its affiliates, associates, directors, officers, shareholders, employees, representatives or agents worldwide to be in violation of the applicable local legislation on anti-corruption, the United States Foreign Corrupt Practices Act (the "FCPA").
  
- II. Consultant will not, directly or indirectly, pay any money to, or offer or give anything of value to, any "government official" as that term is used in the FCPA, in order to obtain or retain business or to secure any commercial or financial advantage for [Company] or for itself or any of their respective affiliates.



## **Broker: Definition**

### *Sifter searches for*

The definition of the defined term "Broker".

### *Examples*

- I. "Broker" means
- II. Section 19.1 of the contract refers to Brokers and their responsibilities

## **Business Continuity Plan**

### *Sifter searches for*

Provisions that refer to maintenance of a business continuity plan.

### *Examples*

- I. Supplier agrees to provide documented evidence of a business continuity plan to ensure its capability to provide the Products in the agreed upon timeframe after an event which may materially and adversely affect Suppliers ability to deliver Products to [Company] as scheduled.
  
- II. Supplier will establish a business continuity plan for the manufacture of the Products in the event of natural disaster, damage or other event that renders Suppliers facilities incapable of manufacturing the Products.

**Business Is Minority-, Woman-, Disabled-Owned**

*Sifter searches for*

A provision that addresses whether a business is minority-, women-, or disabled-owned.

**Examples**

- I. Please indicate the ownership of your company: SBE [small business enterprise], VSBE [very small business enterprise], MBE [minority business enterprise], WBE [women business enterprise], DVBE [disabled veteran business enterprise], OBE [other business enterprise]
  
- II. Organization Classifications (Please circle) Women Business Enterprise (WBE) Yes/No  
Minority Business Enterprise (MBE) Yes/No

## Buyer Rights to Reject Goods and Services

### *Sifter searches for*

Provisions addressing whether a buyer may reject goods or services.

### ***Pattern 1: Can Reject***

#### ***Examples***

- I. During the Inspection Period, Buyer may, with respect to any Goods: (i) reject all or a portion of any nonconforming Goods; (ii) accept all or a portion of such nonconforming Goods with a price reduction for the cost of repair or the diminution of value; or (iii) accept any conforming Goods and reject the rest.
  
- II. Company shall have thirty (30) days from the date of actual receipt by Company or its designee of each shipment of Product from Counterparty in which to evaluate and accept or reject such shipment of Product.

### ***Pattern 2: Cannot Reject***

#### ***Examples***

- I. If the Supplier delivers up to and including [5]% more or less than the quantity of Goods ordered the Customer may not reject them[, but on receipt of notice from the Customer that the wrong quantity of Goods was delivered, the Supplier shall make a pro rata adjustment to the invoice for the Goods].
  
- II. The Customer shall not be entitled to reject the Goods if the Supplier delivers up to and including 5% more or less than the quantity of Goods ordered, but a pro rata adjustment shall be made to the Order invoice on receipt of notice from the Customer that the wrong quantity of Goods was delivered.

## CCPA: Compliance With

### *Sifter searches for*

References to compliance with, or violation of, the California Consumer Privacy Act of 2018.

### *Examples*

- I. [Company] will provide all reasonable assistance to Customer to facilitate Customer's compliance with the CCPA based on the nature of Products and Services provided and the level of access [Company] has to any such Personal Data.
  
- II. The Company and its subsidiaries are, and at all prior times were, in material compliance with all applicable state and federal data privacy and security laws and regulations, including without limitation HIPAA, CCPA, and the European Union General Data Protection Regulation ("GDPR") (EU 2016/679) (collectively, the "Privacy Laws").
  
- III. [Company] will provide all reasonable assistance to Customer to facilitate Customer's compliance with the CCPA based on the nature of Products and Services provided and the level of access [Company] has to any such Personal Data.

## **CCPA: Definition**

### *Sifter searches for*

The definition of the defined term "CCPA" or "California Consumer Privacy Act".

### *Example*

- I. "CCPA" means the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 et. Seq., and its implementing regulations.

## Cell Tower Leases: No Landlord Interference

### *Sifter searches for*

Provisions relating to the landlord not using, and not permitting others to use, the cell tower in a way that interferes with the tenant's operations.

### ***Pattern 1: Not Interfere***

#### ***Examples***

- I. Landlord agrees that except in cases of emergency, any such entry and all work done by Landlord in the Premises shall be performed in a manner which shall not unreasonably interfere with the normal business operations of Tenant.
- II. Landlord and Landlords representatives shall use commercially reasonable efforts to not unreasonably disturb or interfere with Tenants business operations during the course of any such modification.

### ***Pattern 2: Eliminate***

#### ***Examples***

- I. Landlord shall have the obligation to eliminate any interference with the operations of Tenant caused by such subsequent occupants.
- II. Landlord does not guarantee that there will be no interference with Tenant's operation of its [Named] Facility; however, Landlord agrees to use its best efforts to ensure that any interference caused by Landlord or a lessee, licensee or invitee of Landlord will be remedied or eliminated as soon as possible after Tenant's notification to Landlord of any such interference.

## Cell Tower Leases: Relocating Facilities

### *Sifter searches for*

References to relocating cell-tower communications facilities.

### *Examples*

- I. In the event Licensor desires to replace, relocate, modify, demolish, or in any way alter the Structure and/or Infrastructure in connection with a Public Improvement Project in a manner likely to cause Interference with Licensee's Wireless Installation, Licensor shall have the right to cause Licensee to relocate the Wireless Installation subject to the terms and conditions set forth herein.
- II. If pursuant to regulations or otherwise Licensee relocates, transfers or otherwise moves another entity's attachments to Owner's poles, then Licensee shall indemnify, defend and save harmless Owner and assume responsibility for any injury, loss or damage that may result.



## Change in Law: Definition

### *Sifter searches for*

The definition of the defined term "Change in Law" and variants.

### *Examples*

- I. "Change of Law" means the coming into effect after [the date of this Contract][bid submission date][other date] of:
- II. "Discriminatory Change in Law" means a Change in Law, the terms of which apply expressly to: (a) the Project and not to similar projects; (b) the Contractor and not to other persons; and/or (c) Contractors involved in similar projects and not to other persons.
- III. "Specific Change in Law" means any Change in Law which specifically refers to the provision of [services the same as or similar to the Service] or to the holding of shares in companies whose main business is providing [services the same as or similar to the Service].
- IV. "General Change in Law" means a Change in Law which is not a Discriminatory Change in Law or a Specific Change in Law.
- V. "Qualifying Change in Law" means: (a) a Discriminatory Change in Law; (b) a Specific Change in Law; and/or (c) [a General Change in Law which comes into effect during the Service Period and which involves Capital Expenditure,] which was not foreseeable at the date of this Contract.

## Change in Law: References To

### *Sifter searches for*

References to a change in the law.

### *Examples*

- I. If the Contractor suffers (or will suffer) delay and/ or incurs additional costs as a result of a Change in Law [and the net cost to the Contractor is in excess of [ ] as a result of a Change in Law, then the Contractor will be entitled to an adjustment to the [contract price/ tariffs] and /or an extension of time.
- II. If a Change of Law occurs, the Contractor is obliged to take all reasonable steps to mitigate the adverse impact of such Change of Law upon the Contract.
- III. “Change of Law” means the coming into effect after [the date of this Contract][bid submission date][other date] of:

## Change of Control: Definition

### *Sifter searches for*

The definition of the defined term "Change of Control" and its variants.

### *Example*

- I. "Change of Control" means, with respect to any company, occurrence of any of the following: (1) an individual or entity who is not on the date of this agreement a shareholder of that company (or a group of such individuals or entities acting in concert) acquires, during a period of 12 consecutive entire months of the year, shares representing a majority of the voting power of all shares of that company having the right to vote for the election of directors; (2) that company merges or consolidates with any other company, other than the following: (A) a merger or consolidation that would result in voting securities of that company outstanding immediately before that merger or consolidation continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity) more than half of the combined voting power of voting securities of that company or voting securities of the surviving entity, as applicable, outstanding immediately after that merger or consolidation; or (B) a merger or consolidation effected to implement a recapitalization; and (3) sale or other disposition by that company of all or substantially all of its assets or any transaction having a similar effect.

## **Change of Control: Notice of**

### *Sifter searches for*

References to giving notice of a change of control.

### *Examples*

- I. Each Party will give the other Party fourteen (14) days prior written notice before consummating a Change of Control to a Competing Provider or its Affiliate (such Change of Control, a Competitive Change of Control).
- II. In the event that a Change of Control shall occur, the Company will give written notice (a “Change of Control Notice”) of such fact not more than ten (10) days after the Change of Control Date to all holders of the Notes.

## Change of Control: Whether Consent Required

### *Sifter searches for*

Provisions that require a party to obtain consent before a change of control or state consequences if a change of control occurs without consent.

### ***Pattern 1: Without***

#### ***Examples***

- I. If a Change of Control occurs with respect to the Corporation, without the Lender's prior written consent.
- II. A Party may terminate this Agreement upon the other Party's failure to cure the following within 30 days following written notice thereof: change in control of the defaulting Party without the other Party's prior written consent, which consent shall not be unreasonably withheld.

### ***Pattern 2: Obligation***

#### ***Examples***

- I. Licensee shall obtain Licensor's written consent at least five (5) business days prior to the anticipated date of consummation of any Change of Control.
- II. The Sellers shall obtain any and all consents under any Change of Control Contracts as laid down in Schedule 9.18.

### ***Pattern 3: Requires***

#### ***Example***

- I. For the avoidance of doubt, a sale of any direct or indirect equity interest in a Party, including, without limitation, a change of control of such Party by way of corporate restructuring, reorganization, divestiture, recapitalization, combination, exchange of shares, spin-off, or sale of such Party's outstanding voting securities, shall not be deemed an assignment of this Agreement or the rights and obligations of, such Party hereunder, and therefore shall not require the prior written consent of the other Party, for purposes of this Section 15.4.

## Introducing the Change Orders and Other Changes to Work Sifters

These Sifters look for provisions that relate to change orders or other changes to work.

**Change Orders and Other Changes to Work: References To** searches for all references to change orders or other changes to work. It is also the "parent" Sifter of three "child" Sifters, which look for subtopics:

- **Change Orders and Other Changes to Work: Requesting** searches for references to a party requesting changes to work to be performed under a contract
- **Change Orders and Other Changes to Work: Agreeing To or Approving** searches for references to approving or agreeing to (by means of change orders or otherwise), or not approving or not agreeing to, changes to matters not addressed explicitly in the contract
- **Change Orders and Other Changes to Work: Period for Responding** searches for provisions stating a period for submitting or requesting a change (by means of a change order or otherwise), responding to a request for a change, or responding to a proposed change

If you're interested in finding all provisions relating to change orders or other changes to work, use **Change Orders and Other Changes to Work: References To**. Otherwise, to avoid double flagging of the same provision, make sure **Change Orders and Other Changes to Work: References To** is switched off and use one or more of the three "child" Sifters.

## Change Orders and Other Changes to Work: Agreeing To or Approving

### *Sifter searches for*

References to approving or agreeing to (by means of change orders or otherwise), or not approving or not agreeing to, changes to matters not addressed explicitly in the contract.

### *Examples*

- I. Supplier shall not unreasonably withhold approval to Drawings or Specifications changes proposed in writing by Insulet (each change an “Engineering Change” or “EC”).
  
- II. If Owner fails to state its disagreement in writing within [\*\*\*], then Owner shall be deemed to have approved the Change Order and Builder shall note that deemed approval on the Change Order form.
  
- III. As between [Company] and Customer, if Customer requests [Company] to approve a change in the [Company] Specifications, then [Company]’s consent to such change shall not be unreasonably withheld, delayed, or conditioned.

## **Change Orders and Other Changes to Work: Period for Responding**

### ***Sifter searches for***

Provisions stating a period for submitting or requesting a change (by means of a change order or otherwise), responding to a request for a change, or responding to a proposed change.

### ***Examples***

- I. You shall provide us with detailed pricing and time extension information for a proposed change in the work within seven (7) days of receipt of information regarding this proposed change.
  
- II. Within five (5) business days after receipt of any proposed Change Order from Tenant, Landlord shall approve all Tenant reasonably requested Change Orders.
  
- III. Tenant's failure either to accept or reject the Estimate for a Landlord Requested Change Order within said three (3) business day period shall be deemed acceptance thereof.



## Change Orders and Other Changes to Work: References To

### *Sifter searches for*

References to changing or not changing to work to be performed under a contract.

### *Examples*

- I. Should [Company] desire a change in the Specifications, a written request for changes (“Change Request”) may be made in writing and delivered to Supplier’s Project Manager who shall promptly provide a written analysis of the impact the Change Request would have on the Specifications.
- II. If after execution of the Purchase Order Buyer desires to make any changes to the Purchase Order or [Company] is otherwise entitled to a Change Order, then Buyer or [Company] as applicable shall submit a change order request in the form attached hereto as Appendix E (a “Change Order Form”).
- III. Supplier shall not unreasonably withhold approval to Drawings or Specifications changes proposed in writing by Insulet (each change an “Engineering Change” or “EC”).
- IV. Promptly upon receiving such Change Request, Service Provider shall respond in writing in which it shall advise Company of the likely impact of the Changes requested, including any effect on price and/or time schedule, and promptly thereafter submit a written Change of Scope Order accordingly.

## **Change Orders and Other Changes to Work: Requesting**

### *Sifter searches for*

References to a party requesting changes to work to be performed under a contract.

### *Examples*

- I. If after execution of the Purchase Order Buyer desires to make any changes to the Purchase Order or Party A is otherwise entitled to a Change Order, then Buyer or Party B as applicable shall submit a change order request in the form attached hereto as Appendix E (a “Change Order Form”).
  
- II. Either of the Parties shall have the right to request changes to any of the Specifications.
  
- III. The Owner shall be entitled, at any time, by notice in writing (each such notice hereinafter a “Variation Request”), to make a Variation or Variations to the Works and to require the Contractor to do whatever is necessary to effect any Variation and to do whatever may be incidental thereto.

## Check Made Payable To

### *Sifter searches for*

Statement indicating to whom a check should be made payable.

### *Examples*

- I. Checks shall be made payable to University and sent to...
- II. Checks will be made payable to [Party Name], and will include the invoice number.
- III. Contractor, at its option, may issue all such checks in the name of the Subcontractor or such supplier(s), subcontractor(s), or other person(s), firm(s), or organization(s) to whom Subcontractor is indebted arising out of the Subcontractor's performance under this Agreement.

## Claims: Required Elements

### *Sifter searches for*

References to what information or documents a claim must include.

### ***Pattern 1: Claims Contain***

#### ***Examples***

- I. Shipper must file a written or electronic communication with Carrier within 9 months from the date of loss that 1) contains sufficient facts to identify the shipment, 2) asserts liability for the alleged loss, damage or injury or delay and 3) which makes a claim for the payment of a specified or determinable amount of money.
- II. Claims for loss of or damage to cargo shall be filed and processed in accordance with 49 C.F.R. Part 370 as in effect on the Effective Date of this Agreement, except that if the claim is filed by Broker it must be accompanied by proof (such as a signed power of attorney, a written assignment of the claim, or other evidence satisfactory to Carrier) that the involved Shipper has granted Broker full authority to resolve the claim.

### ***Pattern 2: Supporting Documentation***

#### ***Example***

- I. All claims and supporting documentation must be submitted within 30 days after delivery.

### ***Pattern 3: Written Notice***

#### ***Example***

- I. Shipper shall submit to Carrier written notice of any cargo claim, including loss or expenses resulting from Carrier's delay in providing service, within nine (9) months of the delivery date of the shipment or, if no delivery, the date of the occurrence resulting in the claim.

## Claims: Waiving Claims

### *Sifter searches for*

References to waiving claims.

### *Examples*

- I. Each Issuer Related Party waives all rights to interpose any claims, deductions, setoffs or counterclaims of any nature (other than compulsory counterclaims) in any action or proceeding with respect to this Agreement, the DIP Order, the other Financing Agreements, the Obligations, the Collateral or any matter arising therefrom or relating hereto or thereto.
- II. TO THE FULLEST EXTENT PERMITTED BY LAW, BORROWER HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES ANY CLAIM TO ASSERT THAT THE LAW OF ANY OTHER JURISDICTION GOVERNS THIS AGREEMENT, THE NOTE AND THE OTHER LOAN DOCUMENTS.
- III. Tenant waives all Claims against Landlord for any damage or loss to Tenant resulting from Landlord's removal, storage, retention, or disposition of any such property.
- IV. If the Executive elects to revoke the waiver and release of claims under the Age Discrimination in Employment Act, this entire Agreement is voidable at the election of the Company.

## Click-Through and Related Terminology

### *Sifter searches for*

The phrase "click-through" and other phrases relating to mechanisms that allow users to accept or decline digital policies.

### *Examples*

- I. The parties agree that no "click-through," "shrink-wrap," "browse-wrap" or similar terms that have not been specifically negotiated by the parties, whether before, on, or after the date of this Agreement, will be effective to add to or modify the terms of this Agreement, regardless of any party's and/or its representative's "acceptance" of those terms by electronic means.
- II. Software does not include software delivered to Customer with a shrink-wrap licence.
- III. Acceptance may be affected by use of "click through" and "shrink wrap" agreements.

## Clinical Trials: AAHRPP Accreditation, References To

### *Sifter searches for*

References to the Association for the Accreditation of Human Research Protection Programs (AAHRPP).

### *Examples*

- I. All proprietary information made available by Organizations to AAHRPP or its site visitors will be kept confidential to the extent permitted by law.
- II. If University wishes to apply for accreditation, AAHRPP will consider such requests on a case-by-case basis.
- III. It is AAHRPP policy to accredit whole programs and not individual components of Human Research Protection Programs (e.g., IRBs or Investigators).

## Clinical Trials: Biological Samples, References To

### *Sifter searches for*

References to biological samples.

### *Examples*

- I. Subject Material means any biologic material of human origin including, without limitation, tissues, blood, plasma, urine, spinal fluid, or other fluids derived from the Study Subjects as required by the Protocol (“Subject Material”).
- II. Any use of Institution Clinical Data or Institution Material by Collaborator or third parties will be in strict compliance with the Human Tissue Biological Material Transfer Agreement and the HIPAA Data Use Agreement.
- III. The Parties shall comply, and agree that the provisions of this Agreement are intended to be interpreted and implemented so as to comply, with all applicable laws, governmental rules and regulations; however, if it is determined that any provision of this Agreement is not in such compliance, or if the UHN Research Ethics Board or other comparable body objects to the terms of this Agreement or the provision or use of human biological material hereunder, then the Parties agree to modify that provision, or this Agreement so as to be in compliance with, or to be acceptable to, such body.



## Clinical Trials: Case Report Forms (CRF), References To

### *Sifter searches for*

References to case report forms.

### *Examples*

- I. Case Report Forms will be used to collect regulatory data in real time or daily/weekly interval during the trial to ensure compliance with Good Clinical Practice (GCP) guideline.
- II. Chief Investigator must approve the first version of the CRF and any amendments prior to release.
- III. Database Manager should sign off the Case Report Form (CRF) approval to ensure that the data fields are consistent with the database.

## Clinical Trials: Debarment, References To

### *Sifter searches for*

References to a party being debarred or declared ineligible from participating in a national or local health care program or clinical investigation.

### *Examples*

- I. If, during the term of this Agreement, Institution, Investigator, or any other Institution personnel participating in the conduct of the Research becomes debarred, or receives notice of action or threat of action with respect to its debarment by the FDA or any state healthcare program, Institution shall promptly notify [Company], such notice to occur no later than 30 days after the Institution was notified.
  
- II. This Agreement shall terminate immediately should either party become debarred, suspended or excluded from any federally funded healthcare program.
  
- III. Principal Investigator certifies to her knowledge, as of the Effective Dates, she has not been debarred, and is not subject to any pending debarment under section 306 of the FDCA, 21 U.S.C. 335a.

## Clinical Trials: Handling and Disposing of Study Drug

### *Sifter searches for*

References to the storing, handling, distribution or disposal of the study drug.

### *Examples*

- I. Licensee shall mean a Third Party to whom Company or any of its Affiliates has granted a license or sublicense of the right to develop, make, have made, use, distribute for sale, promote, market, offer for sale, sell, have sold, import or export Drug Candidate or Product, beyond the mere right to purchase Drug Candidate or Product from Company or its Affiliates.
  
- II. [Company] hereby agrees to save, defend, indemnify and hold harmless the Sponsor, its Affiliates and their respective trustees, officers, employees and agents (each, a "Sponsor Indemnitee") from and against any and all losses, damages, liabilities, expenses and costs, including reasonable legal expenses and attorneys' fees ("Losses"), to which a Sponsor Indemnitee may become subject as a result of any claim, demand, action or other proceeding by any Third Party to the extent such Losses arise directly or indirectly out of (a) the development, manufacture, handling, storage, sale or other disposition of any Drug Candidate or Product by [Company], its Affiliate or Licensee, or (b) the breach of this Agreement by [Company] or the gross negligence or willful misconduct of any [Company] Indemnitee, except in each case to the extent such Losses result from the breach of this Agreement by the Sponsor or the negligence or willful misconduct of any Sponsor or Sponsor Indemnitee.

## **Clinical Trials: Home Health, References To**

### *Sifter searches for*

References to home healthcare.

### *Examples*

- I. All home health care professionals and paraprofessionals providing client services must be fully capable of discharging their clinical responsibilities.
  
- II. Client will pay Agency for all Home Health Providers local mileage on dally visits in accordance with the current IRS guidelines.
  
- III. For Primary Home Care and Client Managed Attendant Care, the agency may have only the Personal Assistance Services level of licensure.

## Clinical Trials: Informed Consent, References To

### *Sifter searches for*

References to informed consent.

### *Examples*

- I. A signed informed consent and necessary authorization to disclose health information to Sponsor has to be in a form approved in writing by the IRB and Sponsor, provided that the informed consent is consistent with Institution's policies, or there is a waiver of consent as directed by the IRB.
- II. The Subject Material may be used by the Sponsor, central lab, or other contracted party only as allowed by the Study Subject's informed consent form and/or research authorization.

## **Clinical Trials: Institutional Review Board (IRB) Approval**

### *Sifter searches for*

References to approval by an Institutional Review Board.

### *Examples*

- I. Institution shall obtain IRB approval for this Study.
- II. Initiation of the Protocol and Institution's obligation to conduct the Study shall not begin until IRB approval is obtained.
- III. A signed informed consent and necessary authorization to disclose health information to Sponsor has to be in a form approved in writing by the IRB and Sponsor, provided that the informed consent is consistent with Institution's policies, or there is a waiver of consent as directed by the IRB.

## **Clinical Trials: Investigator, Obligations**

### *Sifter searches for*

References to an obligation of a clinical trial supervisor.

### *Examples*

- I. Investigator and Hospital agree to remove all copies of the Investigational Software if the Agreement is terminated.
  
- II. Principal Investigator agrees to provide Collaborator a copy of any manuscript at the time it is submitted for publication.
  
- III. By signing below, the Principal Investigator agrees to undertake the obligations of the Investigator as set forth in the Protocol.

## Clinical Trials: Investigator, References To

### *Sifter searches for*

References to a clinical investigator.

### *Examples*

- I. Upon receipt of a signed Investigator Agreement and IRB or EC approval letter, investigators will be sent the appropriate clinical study materials.
- II. Sponsor's Confidential Information shall include Clinical Trial data, results, or reports created by Institution, Principal Investigator, or Research Staff in direct connection with the Clinical Trial (except for a Clinical Trial Subject's medical records).
- III. "Principal Investigator" means the person who will take primary responsibility for the conduct of the Clinical Trial at the Trial Site or any other person as may be agreed between the Parties as a replacement;



## Clinical Trials: Investigator, Supervisory Role

### *Sifter searches for*

References to a clinical trial investigator acting in a supervisory role.

### *Examples*

- I. The part of the Research to be performed by University will be directed and supervised by the University Principal Investigator, who shall have primary responsibility for the performance of such Research.
  
- II. The Research Program shall be conducted at the Institute by the Principal Investigator and by such additional research staff working under the Principal Investigator's supervision as the Principal Investigator shall reasonably determine in consultation with the Institute.
  
- III. The Principal Investigator will supervise the Research.

## **Clinical Trials: Location**

### *Sifter searches for*

References to the location of a clinical trial.

### *Examples*

- I. Institution and each Investigator shall perform the Research solely at Institution's facilities located at:
  
- II. Institution will conduct some or all of the research contemplated by this Agreement under the direction of Principal Investigator at the locations of its associated teaching hospital and health system, [XXXX], with a principal address at [XXXX], and its hospitals and clinics, ... where Institution conducts the Study (collectively, "Medical Affiliates").
  
- III. Such individual locations shall be as listed on the applicable FDA Form 1572.

## Clinical Trials: Study Subject Injuries, References To

### *Sifter searches for*

References to the injury of a study subject.

### *Examples*

- I. Subject Injury Terms: If a Study subject suffers an adverse reaction, illness, or injury which, in the reasonable judgment of Institution, was directly caused by a Study Drug or Study Device or any properly performed procedures required by the Protocol, Sponsor shall reimburse for the reasonable and necessary costs of diagnosis and treatment of such Study subject injury, including hospitalization, but only to the extent such expenses are not attributable to (i) Institution's negligence or willful misconduct or (ii) the natural progression of an underlying or pre-existing condition or events, unless exacerbated by participating in the Study.
- II. In the event a research participant has a research related injury neither University nor the Sponsor are responsible for any resulting medical care.
- III. It is the responsibility of the person using the password to comply with all applicable legal requirements, to understand all consequences of using the password, and to refrain from such use if there is any question of legality, hardware or other property damage, or patient injury.

## **Cloud Provider: Definition**

### *Sifter searches for*

The definition of the defined terms "Cloud Provider" and "Cloud Services Provider".

### *Example*

- I. Cloud Provider means the third party approved by Company in accordance with Section 2 below, providing the Cloud Services to the Vendor.

## Cloud Services: Definition

### *Sifter searches for*

The definition of the defined term "Cloud Services".

### *Example*

- II. Cloud Services means information technology services, including Software as a Service (SaaS), Infrastructure as a Service (IaaS) and Platform as a Service (PaaS), delivered or provided via the Internet from a Cloud Services Platform.

## **Cloud Services Platform: Definition**

### *Sifter searches for*

The definition of the defined term "Cloud Services Platform".

### *Example*

- I. Cloud Services Platform means the hardware, software, infrastructure, facilities and operating environment used by the Cloud Provider to provide the Cloud Services.

## Code of Conduct

### *Sifter searches for*

References to a code of conduct.

### *Pattern 1: Code of Conduct*

#### *Example*

- I. Executive will at all times comply with all applicable laws pertaining to the performance of this Agreement, and strictly adhere to and obey all of the rules, regulations, policies, codes of conduct, procedures and instructions in effect from time to time relating to the conduct of executives of the Company.
  
- II. Employee may: (a) serve on civic or charitable boards or committees; (b) serve on no more than two (2) for-profit company boards or committees; and (c) deliver lectures and fulfill speaking engagements, so long as such activities do not, in the view of the [Company] Board of Directors (“the Board”), interfere, in any substantive respect, with Employee’s responsibilities hereunder or conflict in any material way with the business of [Company] or [Company]’s codes of conduct.

## **Collateral: Definition**

### *Sifter searches for*

The definition of the defined term "Collateral" and variants.

### *Example*

- I. In addition to any statutory landlord's or Landlord's lien, Landlord shall have at all times a valid first priority security interest (the "Security Interest") upon all goods, wares, equipment, fixtures, furniture, improvements and other personal property of Tenant presently, or which may hereafter be, situated in the Premises, and all proceeds therefrom (collectively, the "Collateral").



## **Commercial Purpose: Definition**

### *Sifter searches for*

The definition of the defined term "Commercial Purpose".

### *Example*

- I. "Commercial Purpose" means: using the Software Product to test, project, and evaluate the retirement needs and investment strategies of a customer, client, employee, employee of a customer or client, a potential customer, or a potential client.
- II. "Commercial Purposes" shall mean the sale, lease, license, or other transfer of the Material or Modifications to a for-profit organization.

## Compliance with Data Protection Laws

### *Sifter searches for*

Provisions indicating current or future compliance with data protection laws, such as GDPR, CCPA, and others.

### *Example*

- I. The Data Processor shall process the Personal Data only for the Approved Purpose and in accordance with applicable laws and this DPA.
  
- II. Users of the Data supplied are obliged to fully comply with The Data Protection Act 1998, together with all other related and relevant legislation and Department of Health directives covering issues of Data sharing.

## Compliance with Financial Regulations

### *Sifter searches for*

References to compliance with financial regulations, export restrictions and economic sanctions, including Gramm-Leach-Bliley, ITAR, OFAC, and Sarbanes-Oxley.

### *Example*

- I. Customer acknowledges that the Products may be subject to United States export laws and regulations, and Customer will comply with such laws and regulations.
- II. Tenant represents and warrants to Landlord that neither Tenant nor its constituent parties (collectively, Tenant Parties) are a person or an entity listed in the Annex to Executive Order No. 13224 on terrorism, effective September 24, 2001, or named as a specially designated national and blocked person on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control (OFAC) at its official website.
- III. As used herein, "criminal record" means that the individual has been, in the prior ten (10) years, convicted of a felony or any misdemeanor involving, in any way, theft, fraud, bribery or the violation of any securities law.

## Compliance with Law

### *Sifter searches for*

References to complying or not complying with the law.

### *Examples*

- I. The Company is in compliance, and since \_\_\_\_\_, 20\_\_ has been in compliance, with all applicable laws, ordinances, codes, rules, requirements and regulations of foreign, federal, state and local governments and all agencies thereof relating to the operation of its business and the maintenance and operation of its properties and assets.
- II. Comply in all material respects with the requirements of all Laws and all orders, writs, injunctions and decrees applicable to it or to its business or property, except in such instances in which (a) such requirement of Law or order, writ, injunction or decree is being contested in good faith by appropriate proceedings diligently conducted; or (b) the failure to comply therewith could not reasonably be expected to have a Material Adverse Effect.
- III. It is understood that [Company] is subject to United States laws and regulations controlling the export of technical data, computer software, laboratory prototypes and other commodities (including inter alia the Arms Export Control Act, as amended and the Export Administration Act of 1979 as amended), and that its obligations hereunder are contingent on compliance with all applicable United States export laws and regulations.

## Compliance with Policies or Rules

### *Sifter searches for*

References to compliance with internal policies or rules.

### *Examples*

- I. Subservicer will perform its obligations under this Agreement in a manner that complies with all Subservicer data protection and privacy policies in place, as the same may be updated from time to time.
- II. It is expected that [Company] will adhere to the travel policies in place for each Project Location, as described in that location's policies.
- III. Tenant and its Agents shall at all times abide by and observe the Rules and Regulations, attached hereto as Exhibit C, as well as any additional rules and regulations that may reasonably be promulgated from time to time by Landlord for the operation and maintenance of the Premises and the Rules and Regulations shall be deemed to be covenants of the Lease to be performed and/or observed by Tenant.

### **Confidential Information Definition Exception: Already Known**

#### ***Sifter searches for***

A provision that excludes from the scope of the obligation to keep information confidential any information already known to the recipient.

#### ***Examples***

- I. (i) is already rightfully known to a party at the time it is obtained from the Disclosing Party or a Disclosing Party Representative;
- II. This Agreement shall not apply to Confidential Information which Recipient can demonstrate (i) is or becomes available to the public through no breach of this Agreement; (ii) was previously known by Recipient or its Representatives without any obligation to hold it in confidence;
- III. information that was known by [COMPANY] prior to disclosure by Vendor as shown by competent evidence.

## **Confidential Information Definition Exception: Approved for Disclosure by Discloser**

### *Sifter searches for*

An exception to the definition of confidential information for information that is disclosed with the approval of the discloser.

### *Examples*

- I. . (d) has been approved for release by a written authorization by the Company;
- II. . or is disclosed by the Recipient with the Discloser's prior written approval...
- III. . has been approved for release by the Company...

## **Confidential Information Definition Exception: Disclosed to Recipient by Nonparty**

### *Sifter searches for*

A provision that excludes from the scope of the obligation to keep information confidential any information that is disclosed to the recipient by someone not under an obligation to the discloser to keep that information confidential.

### *Examples*

- I. For purposes of this Agreement, the term “Confidential Information” shall not include information that: (i) is already rightfully known to a party at the time it is obtained from the Disclosing Party or a Disclosing Party Representative; (ii) is or becomes publicly known or available through no wrongful act of Receiving Party or a Receiving Party Representative; (iii) is received lawfully from a source other than Disclosing Party or a Disclosing Party Representative that has no obligation to keep such information confidential;
- II. Confidential Information does not include (i) information which lawfully becomes available to a Recipient or its Representatives on a non-confidential basis from a source other than Discloser, provided that such source is not bound by a confidentiality agreement with the Discloser known to the Recipient or otherwise prohibited from transmitting the information to the Recipient by a contractual, legal or fiduciary obligation known to the Recipient; or (ii) information which is independently developed by a Recipient or its Representatives without use of the Confidential Information or breach of this Agreement.
- III. is provided to Recipient without restriction from a source other than [COMPANY] and other than one who would be breaching a commitment of confidentiality to [COMPANY] by disclosing the Confidential Information to Recipient; or



## **Confidential Information Definition Exception: Disclosed to Recipient by Nonparty**

### *Sifter searches for*

A provision that excludes from the scope of the obligation to keep information confidential any information that is disclosed to the recipient by someone not under an obligation to the discloser to keep that information confidential.

### *Examples*

- I. For purposes of this Agreement, the term “Confidential Information” shall not include information that: (i) is already rightfully known to a party at the time it is obtained from the Disclosing Party or a Disclosing Party Representative; (ii) is or becomes publicly known or available through no wrongful act of Receiving Party or a Receiving Party Representative; (iii) is received lawfully from a source other than Disclosing Party or a Disclosing Party Representative that has no obligation to keep such information confidential;
- II. Confidential Information does not include (i) information which lawfully becomes available to a Recipient or its Representatives on a non-confidential basis from a source other than Discloser, provided that such source is not bound by a confidentiality agreement with the Discloser known to the Recipient or otherwise prohibited from transmitting the information to the Recipient by a contractual, legal or fiduciary obligation known to the Recipient; or (ii) information which is independently developed by a Recipient or its Representatives without use of the Confidential Information or breach of this Agreement.
- III. is provided to Recipient without restriction from a source other than [COMPANY] and other than one who would be breaching a commitment of confidentiality to [COMPANY] by disclosing the Confidential Information to Recipient; or

## **Confidential Information Definition Exception: Includes Representatives**

### *Sifter searches for*

Exceptions to the definition of Confidential Information that include representatives.

### *Examples*

- I. The restrictions set forth in Section will not apply to Confidential Information that, at the time of disclosure to or receipt by the Receiving Party or its Representatives: (a) is in the public domain or is or becomes generally available to and known by the public other than resulting from, directly or indirectly, any breach of this Section by the Receiving Party or its Representatives; (b) is or becomes available to the Receiving Party or any of its Representatives on a non-confidential basis from a third party; provided, that such third party is not and was not prohibited from disclosing the Confidential Information; or (c) was or is independently developed by the Receiving Party or its Representatives without reference to or use of, in whole or in part, any of the Disclosing Party's Confidential Information
- II. Confidential Material does not, however, include any information that ... (ii) is or becomes generally available to the public other than as a result of disclosure by the Recipient or by its agents or representatives, or (iii) becomes available to the Recipient on a non-confidential basis from a source other than the Disclosing Party, provided that the source of such information was not prohibited from transmitting the information to the Recipient or the Recipient's Representatives by a contractual, legal, fiduciary or other obligation.
- III. Confidential Information does not include information which: ... (iii) was known to you or within your possession prior to it being furnished to you by the Organization or its constituent business entities or their respective representatives pursuant hereto, provided that the source of such information was not bound by a confidential agreement with respect to such information;

## **Confidential Information Definition Exception: Independently Developed**

### ***Sifter searches for***

A provision that excludes from the definition of confidential information any information that the recipient develops independently without referring to information disclosed by the discloser under the agreement.

### ***Examples***

- I. ... is proven independently developed by the recipient without recourse or access to the Information.
- II. ... was independently developed by the receiving Party without access to the disclosing Party's Information.
- III. ...was developed independently by the receiving Party without use or reference to information from the communicating Party, as can be demonstrated by documents and other evidence in possession of the receiving Party;

## **Confidential Information Definition Exception: Publicly Available**

### *Sifter searches for*

A provision that excludes from the scope of the obligation to keep information confidential any information that is available to the public.

### *Examples*

- I. For purposes of this Agreement, the term “Confidential Information” shall not include information that: (i) is already rightfully known to a party at the time it is obtained from the Disclosing Party or a Disclosing Party Representative; (ii) is or becomes publicly known or available through no wrongful act of Receiving Party or a Receiving Party Representative;
- II. “Non-Proprietary Information” means information that: (i) is within the public domain at the date of disclosure or which thereafter enters the public domain through no fault of the Receiving Party or its respective officers, agents, servants or employees;
- III. at the time of disclosure is, or thereafter becomes, available to the public through no fault of Recipient’s;

## Confidential Information Definition Exceptions

### *Sifter searches for*

Exceptions to the definition of confidential information.

### *Examples*

- I. For purposes of this Agreement the term "Confidential Information" shall not include information that, (i) is already rightfully known to a party at the time it is obtained from the Disclosing Party or a Disclosing Party Representative, (ii) is or becomes publicly known or available through no wrongful act of Receiving Party or a Receiving Party Representative, (iii) is received lawfully from a source other than Disclosing Party or a Disclosing Party Representative that has no obligation to keep such information confidential.
  
- II. For purposes of this Agreement the term "Confidential Information" shall not include information that, (i) is already rightfully known to a party at the time it is obtained from the Disclosing Party or a Disclosing Party Representative, (ii) is or becomes publicly known or available through no wrongful act of Receiving Party or a Receiving Party Representative, (iii) is received lawfully from a source other than Disclosing Party or a Disclosing Party Representative that has no obligation to keep such information confidential.

## **Confidential Information: Certificate of Destruction**

### ***Sifter searches for***

References to a certificate of destruction or other proof that confidential information has been destroyed.

### ***Examples***

- I. At the Disclosing Party's request, upon any return (or destruction) of Confidential Information pursuant to this Section 5.4, an authorized officer of the Receiving Party supervising such return (or destruction) shall certify in writing to the Disclosing Party completion of the same.
  
- II. If the Receiver elects to destroy all Confidential Information that it has received from the Discloser, it shall, following the destruction thereof, deliver to the Discloser a certificate of an officer of the Receiver to such effect.
  
- III. In the event of such a decision or request, all other Evaluation Material prepared by you or your Representatives shall be destroyed and no copy thereof shall be retained and you agree to certify in writing that such destruction has occurred.

## **Confidential Information: Definition**

### *Sifter searches for*

The definition of the defined term "Confidential Information" and variants.

### *Examples*

- I. The term "Confidential Information" means (i) the confidential information which was duly disclosed under the Precedent NDA or the Letter...
- II. Except as expressly provided below, Parties agree that all information which is non-public, confidential and/or proprietary in nature, whether oral or written or via computer disk or electronic media or otherwise. is referred to hereinafter as "Confidential Information."
- III. All such information furnished by a Disclosing Party or its Representatives (as defined below) after the date hereof, whether oral, written or electronic, and regardless of the manner in which it is furnished, is referred to in this Agreement as "Proprietary Information."

**Confidential Information: Disclosure Compelled by Law**

*Sifter searches for*

Provisions addressing disclosure of confidential information as required by law.

**Examples**

- I. is communicated pursuant to an order by court or government agency.
- II. is otherwise required to be disclosed by CONSULTANT in order to comply with applicable legal requirements of a public authority, law, rule of court or regulation.



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## LEGALSIFTER REVIEW and LEGALSIFTER ORGANIZE

### **Confidential Information: Disclosure Does Not Waive Attorney-Client Privilege**

#### *Sifter searches for*

A provision in which a disclosing party says it is not waiving the attorney-client privilege.

#### ***Pattern 1: Attorney-Client Privilege***

##### ***Examples***

- I. Given the nature of the [Proposed Transaction] [Relationship], the parties have a common interest in any Confidential Information covered by the attorney-client privilege and intend that disclosure of that Confidential Information does not constitute waiver of that privilege.
- II. The provision of any information pursuant to this Article IV shall not be deemed a waiver of any privilege, including the attorney-client and/or work-product privileges (each, a Privilege), applicable to any such information.

#### ***Pattern 2: Reserves Its Right***

##### ***Examples***

- I. [Company] expressly reserves its rights under paragraph 7 and its attorney-client and other privileges and immunities, including, without limitation, with respect to its documents and Confidential Information, except if expressly waived in writing by the CEO or his designee.

#### ***Pattern 3: No Obligation to Disclose***

##### ***Examples***

- II. . provided, however, that in the event that either Group determines that any such provision of [Company] Information could violate any applicable Law or Contract in force prior to such request, require disclosure of any trade secrets or other proprietary information or waive any attorney-client privilege, the applicable Party shall not be required to disclose such Information.
- III. The Disclosing Party shall have no obligation to disclose information that is protected by attorney-client privilege.

## **Confidential Information: Disclosure Period**

### *Sifter searches for*

A provision stating the duration of the period for disclosing confidential information.

### ***Pattern 1: Dates***

#### ***Examples***

- I. This Agreement shall govern the exchange of the Confidential Information by the parties during a two (2) year term commencing on the date of this Agreement.
- II. The terms of this agreement shall apply to disclosures made during the two (2) years following the Effective Date, and for three (3) years after the date of disclosure of such Confidential Information, other than Trade Secrets.

### ***Pattern 2: Period***

#### ***Examples***

- I. The period for exchange of Confidential Information is for one and one (1) year from the effective date of this Agreement.
- II. The time period for disclosing confidential information under this Agreement expires one (1) year from execution of this Agreement, or upon written termination of the business relationship, whichever is later.

## Confidential Information: Duration of Obligation Not to Disclose

### *Sifter searches for*

Provisions stating how long the recipient of confidential information is subject to obligations regarding its disclosure or use.

**Related Sifter Alert** - This Sifter searches only for how long someone has to keep information confidential. If you're searching for an obligation to keep information confidential, please use **Confidential Information: Obligation to Not Disclose**.

### ***Pattern 1: Party Keep Confidential***

#### ***Examples:***

- I. The parties shall use Confidential Information received by the other party only for the permitted Purposes and shall keep confidential and not disclose such Confidential Information to any third party while this Agreement is in effect or for a period of three (3) years thereafter, including but not limited to Confidential Information constituting trade secrets.
- II. [Company 1] agrees to use [Company 2]'s Confidential Information only in support of the work authorized by Acme, and shall preserve and protect such Confidential Information from disclosure to any person, other than [Company 2] employees or representatives with a need to know, with no less than a reasonable standard of care for protection, until five (5) years after disclosure by [Company 2].

### ***Pattern 2: Obligations***

#### ***Examples:***

- I. The obligations imposed on Recipient in this Agreement shall commence on the earlier of the Effective Date or date of first disclosure of Confidential Information by Disclosing Party to Recipient for a Disclosure Purpose and continue for the period of 5 years following the Termination Date.
- II. The provisions of this Agreement relating to confidentiality or non-competition shall survive the termination of employment, however caused.

## **Confidential Information: Exception to Notification of Compelled Disclosures**

### ***Sifter searches for***

Exceptions to a requirement that the recipient notify the discloser if the recipient is required by law to disclose confidential information.

### ***Examples***

- I. Unless such notice is prohibited by law, any party so required to disclose Confidential Information shall (a) promptly provide advance written notice of any disclosure pursuant to clause (i) or (ii) of this Section 5 to the originator of the Confidential Information in order for that party to have an opportunity to seek an appropriate protective order or other remedy and (b) disclose only such Confidential Information as, in the reasonable opinion of its legal advisors, is required in order to comply with its legal obligations.
  
- II. In the event that the Employee is ordered to disclose any Confidential Information, whether in a legal or regulatory proceeding or otherwise, such disclosure shall be limited to the narrowest disclosure so required and, except to the extent prohibited by law, Employee shall give the Company at least two (2) weeks notice, if practicable, of the basis for any such compelled disclosure of Confidential Information and shall reasonably cooperate with the Company in limiting disclosure and obtaining suitable confidentiality protections.

## **Confidential Information: Excludes Info Disclosed to Others with No Confidentiality**

### ***Sifter searches for***

A provision saying that confidential information excludes information that the disclosing party discloses or has disclosed to anyone without imposing an obligation to keep that information confidential.

### ***Examples***

- I. The Receiving Party may disclose, publish, disseminate and use Confidential Information that is: ... disclosed by the Disclosing Party to another person without obligation of confidentiality.
- II. Confidential Information does not include information that: ... (iv) is disclosed by the disclosing party to a third party without substantially the same restrictions as set forth herein
- III. “Confidential Information” shall not include information which is or becomes in the public domain through no action by Executive or information which is generally disclosed by Company to third parties without restrictions on such third parties.

## **Confidential Information: Identified as Confidential**

### *Sifter searches for*

A provision saying that information will constitute confidential information if the discloser identifies it as confidential.

### *Examples*

- I. For information to constitute Confidential Information, the following conditions must be satisfied: ... if that information is disclosed orally, is disclosed by showing it to the Recipient, is disclosed by transmitting it in an electronic file, or is otherwise not fixed in a tangible medium, then on the day that it is disclosed the Disclosing Party must confirm, in a notice to the Recipient describing the information, that that information is confidential.
- II. The Disclosing Party discloses such requested information to the Receiving Party during the Term either labelled as “Confidential” or words of similar intent, or describes the disclosed information in reasonable detail in a written notice to the Receiving Party delivered, either at the time of disclosure or within five (5) days of disclosure.
- III. Information of a confidential nature includes, but is not limited to: ... (iii) any information which you have been told is confidential; (iv) any information which you might reasonably expect the Employer would regard as confidential; and (v) any information which has been given in confidence to the Employer by a third party.

**Confidential Information: Includes Personal Health Information**

*Sifter searches for*

Definitions of Confidential Information that include Personal Health Information.

**Examples**

- I. In connection with this Agreement, each Party may disclose to the other certain proprietary and other confidential information, in any form and including, but not limited to: (i) the Product (s), the Software and the documentation, information relating to such Party's technology, data, research, sales, passwords, marketing and distribution activities, customers, prices, business plans and other matters; (ii) personally identifiable health information; (iii) the terms and conditions of this Agreement, and iv) Customer's Business Associate Agreement (collectively, the "Confidential Information").
- II. Client retains for itself ownership and all rights to all information and data related in any manner to financial matters, technical or accounting data or confidential information, including patients' or clients' names, addresses or health records or any other information in any manner related to Clients patients or clients, or any programs or documentation in any form or format not part of the Solutions Proprietary Information (collectively the Client Proprietary Information).

## **Confidential Information: Informing Representatives That Information Is Confidential**

### *Sifter searches for*

A provision that refers to the recipient informing representatives of the confidential nature of the confidential information or informing representatives of the existence or terms of the confidentiality agreement.

### ***Pattern 1: Confidential Nature***

#### ***Examples***

- I. You may provide the confidential information to your representatives who need to review it, but only if the recipient has been informed of the confidential nature of the confidential information and has agreed to be bound by the provisions of this agreement.
- II. The Receiving Party shall be entitled to disclose the Confidential Information of the Disclosing Party and provide copies of the same, without the Disclosing Party's prior written consent, to its Representatives who have a need to know for the purpose of the Project or to engage in discussions or negotiations with the Disclosing Party involving the Project, and who are informed by the Receiving Party of the confidential nature of such Confidential Information and agree to abide by the terms of this Confidentiality Agreement.

### ***Pattern 2: Terms of This Agreement***

#### ***Examples***

- I. Recipient may disclose the Confidential Information to its employees, consultants and subcontractors with a need to know for the purposes of conducting business discussions with the Disclosing Party, provided that: (i) Recipient informs the relevant employees, consultants and/or subcontractors of the confidential nature of the Confidential Information and the terms of this Agreement; (ii) Recipient takes all necessary precautions to prevent the disclosure or improper use of the Confidential Information by said employees, consultants, and/or subcontractors; and (iii) such employees, consultants, and/or subcontractors are subject to confidential obligations in substance at least as restrictive as those contained herein.



## **Confidential Information: Liability for Unauthorized Disclosure by Representatives**

### *Sifter searches for*

A provision making a party liable for unauthorized disclosure of confidential information by its representatives

### ***Pattern 1: Liable***

#### ***Examples***

- III. You shall be liable for any breaches of this Agreement by any of your Representatives and you agree to take at your sole expense all reasonable measures to prevent your Representatives from prohibited or unauthorized disclosure or use of the Evaluation Material .

### ***Pattern 2: Indemnify***

#### ***Examples***

- II. The Recipient hereby indemnifies, holds harmless and defends [Company], its Board of Governors, directors, officers, employees, and agents against any and all claims, demands, liabilities and expenses (including reasonable legal fees and disbursements), whether direct, indirect, consequential or otherwise, resulting from a breach of this provision or any other provision of this Agreement.

### ***Pattern 3: Shall Cause***

#### ***Examples***

- I. From and after the Principal Closing, each of Seller and Buyer shall not, and shall cause their respective Affiliates and their respective representatives not to, disclose to any Person other than their respective authorized officers, directors and employees, any Confidential Information (as defined below), except, in the case of Seller, its Affiliates and their respective representatives, to the extent necessary to perform their respective obligations pursuant to any of the Ancillary Agreements.

## **Confidential Information: Making Copies**

### *Sifter searches for*

A provision saying whether or not a party receiving confidential information may make copies.

### *Examples*

- I. The Receiving Party will not make any copies of the Disclosing Party's Confidential Information unless approved in writing by the Disclosing Party.
- II. Copies of the Confidential Information shall be made only as necessary.

**Confidential Information: Marked Confidential**

*Sifter searches for*

A provision that refers to marking information as confidential.

**Examples**

- I. "Confidential Information" means any information relating to or disclosed by (or on behalf of) one Party to the other Party under this Agreement that is marked confidential or would normally be considered confidential under the circumstances in which it is presented.
- II. Each Party to this Agreement (the Receiving Party) shall treat as confidential all information received in writing marked confidential or if received orally, reduced to writing and marked confidential within thirty (30) days after the initial disclosure, which information is received from the other Party to this Agreement or any of its employees, agents, consultants or Affiliates (the Disclosing Party) in connection with this Agreement (the Proprietary Information).

## **Confidential Information: Mutuality**

### *Sifter searches for*

Indications that a confidentiality agreement is mutual.

### **Examples**

- I. This Mutual Non-Disclosure Agreement ("Agreement") effective on September 28, 2016 or if left blank on the date last signed ("Effective Date") is entered into by and between.
- II. For the purposes of this Agreement, all information provided or disclosed by one party ("disclosing party") to the other party ("receiving party") regarding the disclosing party's business dealings, operations, affairs, products, or information of [Company]'s customers, shall be "Confidential Information."

## **Confidential Information: No Detrimental or Harmful Use**

### *Sifter searches for*

Provisions stating that confidential information may not be used for detrimental or harmful purposes.

### *Examples*

- I. The Receiving Party will not use the Confidential Information in any way that would (i) be detrimental to the Disclosing Party, (ii) be competitive with the Disclosing Party's products or services, or (iii) threaten harm or injury to the Disclosing Party's reputation or ability to conduct business.
- II. Receiving Party and its Representatives shall use the Confidential Information solely for the Permitted Purpose, it being understood and agreed that any use of Confidential Information shall not be for productive or competitive purposes, to the direct or indirect benefit of any party other than Company, or to the detriment of Company.
- III. Each party agrees that it and its Representatives will use the Confidential Information solely for purposes relating to the Business Relationship, and each party further agrees it will not use any Confidential Information in any way detrimental to the other party.

**Confidential Information: No Obligation to Do Business**

*Sifter searches for*

Provisions stating that disclosing confidential information does not constitute a commitment to a business relationship.

**Examples**

- I. Neither the disclosure nor access to Confidential Information under this Agreement constitutes an inducement or commitment to enter into any business relationship.
- II. Neither party has any obligation under this Agreement to purchase or otherwise acquire any service or item from the other party.
- III. Neither the Confidential Information, nor anything contained in this Confidentiality Agreement, enclosed herewith or attached hereto, is or shall be relied upon as an agreement, promise or representation made by either party with respect to implementation or development of the Business Relationship or any project or venture.
- IV. The parties are not currently committed to any such business relationship.

## **Confidential Information: No Statement Regarding Accuracy**

### *Sifter searches for*

An assertion by the disclosing party that it is making no statement regarding the accuracy of any confidential information.

### *Examples*

- I. Notwithstanding anything to the contrary, Company shall not be deemed to have made any representation or warranty to Recipient concerning the accuracy or completeness of any Confidential Information, except to the extent that such representation or warranty may be expressly set forth in a definitive written agreement concerning any subsequent business relationship.
- II. Although the First Party has endeavored to include in the Confidential Information furnished by it information which it believes to be relevant to any contemplated projects between the parties, it is understood that the First Party is not making any representation or warranty to the Second Party as to the accuracy or completeness of the Confidential Information.
- III. Although the Confidential Information will contain information that Discloser believes to be relevant to the Purposes, Discloser makes no representation or warranty as to the accuracy or completeness of the Confidential Information.

**Confidential Information: No Strictly**

*Sifter searches for*

Use of the phrase "strictly confidential" and variants.

**Examples**

- I. Permitted Purpose: The Parties agree that all Confidential Information of each Disclosing Party will be kept strictly confidential and used by the Receiving Party only for the purpose of evaluating and negotiating any proposed transaction or business relationship between the Parties and/or their respective affiliates (the "Permitted Purpose(s)") and not in any way detrimental to the Disclosing Party or for the benefit of a third party.
  
- II. The Employee agrees that, during the term of this Agreement and thereafter, the Employee owes the Company and such third parties a duty to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm, or corporation or to use it except as necessary in carrying out the services for the Company consistent with the Company's agreement with such third party.



**Confidential Information: No Trading in Securities**

*Sifter searches for*

Provisions that prohibit trading in securities while in possession of confidential information.

**Examples**

- I. The Asset Representations Reviewer agrees that it will not, and will cause its Affiliates to not (i) purchase or sell securities issued by [Company] or its Affiliates or special purpose entities on the basis of Confidential Information or (ii) use the Confidential Information for the preparation of research reports, newsletters or other publications or similar communications.
- II. Party agrees that at no time will Consultant purchase or sell [Company] securities while aware of [Company] Confidential Information (as defined below) that constitutes material, non-public information pursuant to the Federal Securities Laws of the United States;
- III. In view of the fact that the Confidential Information may be material and non-public, RECIPIENT agrees not to (and agrees to advise its representatives not to) purchase, sell, or otherwise trade in and securities or derivatives of securities of [Company] (or facilitate or encourage the trading of any such securities by any other person), except in compliance with applicable laws.

## **Confidential Information: Non-Contact Provisions**

### *Sifter searches for*

Restrictions on contacting certain parties with respect to the disclosed information.

### *Examples*

- I. The Receiving Party shall not contact or communicate with any customer, supplier, employee or other business contact of the Disclosing Party regarding any Confidential Information, except with the prior written consent of the Disclosing Party.
- II. Both parties agree not to contact any employees, customers, or suppliers of the other party or its affiliates with respect to the Transaction or for the purpose of obtaining information for use in evaluating the Transaction, without the other party's prior written consent.
- III. The Recipient shall not and shall cause its affiliates which receive Evaluation Material not to and direct its other Representatives not to initiate or maintain contact with any individual or entity known by the Recipient or such affiliate or such other Representative to be a customer, supplier, lender, officer, director, manager, member, or employee of the Disclosing Party or any of its affiliates regarding the Proposed Transaction, except through, or as directed by, the Contact Persons, it being understood that contact and conduct in the ordinary course of business consistent with past practices unrelated to the Proposed Transaction shall not be prohibited.

## Confidential Information: Not Use to Compete

### *Sifter searches for*

A provision prohibiting using confidential information to compete with a counterparty.

**Related Sifters Alert** - This Sifter flags only provisions that prohibit a party from using confidential information to compete with the other party. We have three Sifters that look for other no-competing topics:

- **No Competing** searches for provisions that prevent one party from engaging in activities that constitute competition with another party.
- **No Serving on Other Boards** searches for provisions that prohibit sitting on another company's board.
- **No Soliciting Employees** searches for provisions that prohibit a party from soliciting or hiring employees of the other party.

Because contracts often address more than one of the above topics in the same sentence, there might be considerable overlap if all of the above Sifters are switched on. We recommend you switch on only those one or more Sifters that are of interest.

### *Examples*

- I. You shall not reveal directly or indirectly to any person or entity or use for your personal benefit (including without limitation, for the purpose of soliciting business, whether or not competitive with any business of the Company) any Confidential Information.
- II. Executive shall maintain Confidential Information in confidence and secrecy and shall not disclose Confidential Information or use it for the benefit of any person or organization (including Executive) other than the Company without the prior written consent of an authorized officer of the Company (except for disclosures to persons acting on the Company's behalf with a need to know such information), under any circumstances where any Confidential Information so disclosed or used is reasonably likely to be used anywhere on behalf of any Competitive Business.

## **Confidential Information: Notification of Compelled Disclosure**

### ***Sifter searches for***

A requirement that the recipient notify the discloser if the recipient is required by law to disclose confidential information.

### ***Examples***

- I. You may disclose the confidential information if you are compelled to do so by a valid legally binding request for production, subpoena, investigative demand or similar process, and then only if it is necessary in your legal counsel's opinion and only if you have given us prompt notice of the request so that we may seek an appropriate protective order.
- II. Prior to any such disclosure, Recipient, to the extent not prohibited by applicable law, shall promptly provide to Provider written notice of that obligation so that Provider may seek a protective order or other appropriate remedy or waive compliance by Recipient with this clause.

## **Confidential Information: Notification of Unauthorized Disclosure**

### ***Sifter searches for***

A provision addressing what a recipient should do on learning of unauthorized disclosure or use of confidential information.

### ***Examples***

- I. The Receiving Party shall notify the Disclosing Party immediately of any breach of this Agreement and use its best commercial efforts to cooperate with the Disclosing Party to remedy such breach.
- II. In the event of the occurrence of a disclosure pursuant to subparagraph (e), the recipient party agrees to notify the disclosing party prior to the disclosure and of the circumstances concerning the disclosure and agrees to reasonably assist the disclosing party in seeking protection of the Confidential Information.

## **Confidential Information: Obligation Not to Disclose**

### ***Sifter searches for***

An obligation not to disclose information or to keep information confidential.

***Related Sifters Alert*** - This Sifter searches for obligations to keep information confidential. If you're searching for how long someone has to keep information confidential, please use **Confidential Information: Duration of Obligation to Not Disclose**. If you're searching for an obligation to keep the contract and its terms confidential, please use **Confidentiality of Agreement or Terms**.

### ***Pattern 1: Not Disclose***

#### ***Example***

- I. Except as otherwise permitted by this Agreement or otherwise with the written consent of the Discloser to the Recipient, the parties shall use Confidential Information received by the other party only for the permitted Purposes and shall keep confidential and not disclose such Confidential Information to any third party while this Agreement is in effect or for a period of three (3) years thereafter, including but not limited to Confidential Information constituting trade secrets.

### ***Pattern 2: Keep Confidential***

#### ***Example***

- I. The Parties agree that all Confidential Information of each Disclosing Party will be kept strictly confidential and used by the Receiving Party only for the purpose of evaluating and negotiating any proposed transaction or business relationship between the Parties and/or their respective affiliates (the "Permitted Purpose(s)") and not in any way detrimental to the Disclosing Party or for the benefit of a third party.

**Confidential Information: Obligation Not to Disclose**

***Pattern 3: Protect Against Disclosure***

***Example***

- I. Recipient agrees to protect Proprietary Information against disclosure to the public and third parties; accordingly, Recipient shall employ protective measures fully commensurate with those used by Recipient to protect its own trade secrets and other confidential information from disclosure to the public and to third parties.

***Pattern 4: Representatives, Nonparty Employees, etc.***

***Example***

- I. The Recipient will make all necessary efforts to require such officers, directors, employees, students and agents, who have been given access to and who shall receive disclosures of the Confidential Information, to maintain confidentiality under the terms and conditions of this Agreement.

## **Confidential Information: Obligation To Share Results**

### *Sifter searches for*

References to an obligation to share, or notify a party of, results and related information.

### *Examples*

- I. The evaluation results will be shared by Institution with Company.
  
- II. The parties agree to promptly share the results of the research project with each other in order to foster collaboration and joint decision-making.
  
- III. Research Sponsor shall have access to all raw data generated under this agreement, and the researcher shall communicate regular updates and reports on the progress and findings of the research.



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## LEGALSIFTER REVIEW and LEGALSIFTER ORGANIZE

### **Confidential Information: Permitted Disclosure to Representatives**

#### *Sifter searches for*

A provision that permits disclosure of confidential information to representatives of the recipient.

#### ***Pattern 1: May Disclose***

##### ***Examples***

- I. Notwithstanding the foregoing, [COMPANY] may disclose information relating to the Relationship to its auditors, regulators, and Contractors.
- II. You may provide the confidential information to your representatives who need to review it, but only if the recipient has been informed of the confidential nature of the confidential information and has agreed to be bound by the provisions of this agreement.

#### ***Pattern 2: Restrict***

##### ***Examples***

- I. Recipient further agrees to restrict access to the Confidential Information to those of its officers, directors, employees and professional advisers ("Representatives") who need to know the Confidential Information for purposes contemplated by this agreement.

#### ***Pattern 3: Not Disclose Except***

##### ***Examples***

- I. Receiving Party will not disclose to any person or entity any portion of the Confidential Information, except to Receiving Party Representatives who have a legitimate need to know such information in connection with Receiving Party's evaluation of the Purpose.

#### ***Pattern 4: Access***

##### ***Examples***

- I. Only Representatives of Receiving Party who need to review the Confidential Information in connection with the Permitted Purpose(s) may access and view the Confidential Information.

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## LEGALSIFTER REVIEW and LEGALSIFTER ORGANIZE

### **Confidential Information: Previously Disclosed to Recipient by Discloser**

#### ***Sifter searches for***

Different ways in which contracts say that a recipient of confidential information does not acquire an interest in that confidential information.

#### ***Pattern 1: Date***

##### ***Examples***

- II. "Confidential Information" means any and all information regarding or related to the Debtor and the Assets that are disclosed to the Buyer, either directly or indirectly, in writing, orally or by inspection of tangible objects on, before or after the date hereof.

#### ***Pattern 2: Previously***

##### ***Examples***

- II. "Confidential Information" means information (other than Excluded Information) relating to the Discloser and its business, its affiliates, its customers, and its suppliers that the Discloser discloses to the Recipient during the Disclosure Period or has previously disclosed to the Recipient at any time from [date] to the date of this agreement.
- III. "[Company] Confidential Information" means all information of or relating to [Company] to which Supplier (or another person on behalf of Supplier) has had or will have access, whether in oral, written, graphic or machine-readable form, or disclosed by any other means.

#### ***Pattern 3: Disclosure Period***

##### ***Examples***

- I. This Agreement pertains to Confidential Information that is disclosed between the Effective Date and one (1) year from the Effective Date.

#### ***Pattern 4: CI Exception***

##### ***Examples***

- I. Confidential Information shall not include any information known to or received by a Party prior to the Effective Date, as demonstrated by written records of said Party

**Confidential Information: Reasonably Considered Confidential**

*Sifter searches for*

A provision saying that information that otherwise wouldn't be confidential will nevertheless be confidential if a reasonable person would consider it confidential.

**Examples**

- I. any document marked 'Confidential' (or with a similar expression), or any information which you have been told is confidential or which you might reasonably expect the Company would regard as confidential;
- II. Confidential Information of a Party or any of its Affiliates will include all information and materials disclosed by such Party or any of its Affiliates or their respective designees that (a) is marked as “Confidential,” “Proprietary,” or with similar designation at the time of disclosure or (b) by its nature can reasonably be expected to be considered Confidential Information by the recipient.
- III. “Confidential Information” means (i) non-public information concerning any Party, its affiliates, and their respective businesses, products, processes, and services, including technical, marketing, agent, customer, financial, personnel, and planning information; (ii) PII; (iii) trade secrets; and (iv) any other information that is marked confidential or which, under the circumstances surrounding disclosure, the Non-Disclosing Party should know is treated as confidential by the Disclosing Party.

## **Confidential Information: Recipient Acquires No Interest**

### ***Sifter searches for***

Different ways in which contracts say that a recipient of confidential information does not acquire an interest in that confidential information.

### ***Pattern 1: No License***

#### ***Examples***

- I. This Settlement Agreement does not constitute the conveyance of ownership with respect to or a license to any Confidential Information, except as otherwise provided in this Settlement Agreement.
- II. Neither party acquires any licenses to Confidential Information or intellectual property of the other Party under this Agreement.

### ***Pattern 2: No Transfer***

#### ***Examples***

- I. The provision of Confidential Information hereunder shall not transfer any right, title or interest in such information to Recipient.
- II. The disclosure of Confidential Information to the Receiving Party does not convey any right, title or license in the Confidential Information to the Receiving Party.

## **Confidential Information: Recipient Acquires No Interest**

### ***Pattern 3: Remains Property***

#### ***Examples***

- I. As between the Parties, all Confidential Information shall remain exclusively the property of the Parties.
- II. Each party hereto acknowledges that the Confidential Information shall remain the property of the disclosing party and agrees that it shall take all reasonable measures to protect the secrecy of any Confidential Information disclosed by the other party.

### ***Pattern 4: Belongs***

#### ***Examples***

- I. Landlord acknowledges that all such Confidential Information belongs exclusively to Franchisor.
- II. I hereby acknowledge that all such Confidential Information belongs to the Company (or the respective customer, supplier or third party, which supplied it to the Company).

### ***Pattern 5: Retains***

#### ***Examples***

- I. [Company] shall retain ownership of its Confidential Information and no license or other rights in [Company] Confidential Information is granted or implied hereby.
- II. Without limiting any other provision of this Agreement , each party shall retain all right, title and interest in and to its Confidential Information, including all intellectual property rights inherent therein or appurtenant thereto.

## **Confidential Information: Representatives Bound by Duty of Confidentiality**

### ***Sifter searches for***

A provision stating whether a recipient of confidential information must return or destroy it or may retain it.

### ***Examples***

- I. Without altering the parties' responsibility for performance under this Agreement each agrees to make its obligations under this Agreement known to its employees, agents and contract employees who deal with the Confidential and Proprietary Information and will advise its representatives who are informed as to the matters which are the subject of this agreement that the United States securities laws prohibit any person who has received from an issuer any material, nonpublic information from purchasing or selling securities of such issuer or from communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities.
- II. Recipient certifies that each such employee, consultant and contractor will have agreed, either as a condition to employment or in order to obtain Discloser's Confidential Information, to be bound by terms and conditions substantially similar to those terms and conditions applicable to Recipient under this Agreement.
- III. Each party agrees for itself and its employees, agents and representatives not to retain copies thereof or use or disclose any such Confidential Information without the prior written consent of the other party; provided, however, that these obligations shall not apply to information which is excluded from the confidentiality and non-disclosure obligations under Section [X] of this Agreement.

## **Confidential Information: Return, Destroy, or Retain**

### ***Sifter searches for***

A provision stating whether a recipient of confidential information must return or destroy it or may retain it.

### ***Pattern 1: Return***

#### ***Examples***

- I. Upon completion of the Permitted Purposes, and in any event upon receipt of written notice from Discloser, Recipient shall promptly return or destroy all Confidential Information provided by Discloser, including all copies thereof, and shall destroy all materials (and all copies of such materials) prepared by or on behalf of Recipient containing Discloser's Confidential Information.
- II. Notwithstanding anything contained herein to the contrary, Recipient is not required to destroy any computer records or files containing Confidential Information which has been created pursuant to automatic archiving or back-up procedures that cannot be reasonably deleted.

### ***Pattern 2: Retain***

#### ***Examples***

- I. The Recipient will return or destroy, upon receipt of the written request of the Discloser, the Discloser's Information; provided, however, that the Recipient may retain an archival copy of the Discloser's Information to be used only in case of a dispute concerning this Agreement.
- II. The Receiving Party may retain one archive copy, which archival copy can be used solely for regulatory or compliance purposes and not for operational or business purposes.

## **Confidential Information: Standard for Protection**

### *Sifter searches for*

Provisions stating how the recipient is to protect confidential information.

### *Examples*

- I. The RECIPIENT will protect the confidentiality of the OWNER's CONFIDENTIAL INFORMATION in the same manner that it protects the confidentiality of its own CONFIDENTIAL INFORMATION, but in no event less than a reasonable standard of care.
- II. The Receiving Party shall maintain in confidence all Confidential Information of the Disclosing Party, and shall not disclose such Confidential Information to any third party.
- III. Recipient agrees that without the written consent of [Company] it will not remove any Confidential Information from its address stated above, make it accessible to anyone from a remote location, make copies of any Confidential Information nor remove any legends thereon without the Recipient having first obtained the written authorization for such copies from [Company]- With respect to any and all Confidential Information disclosed to Recipient, upon demand by [Company] or earlier termination of this NDA, all such Confidential Information shall immediately be returned to [Company]- In addition, upon demand by [Company] or earlier termination of this NDA, Recipient shall return or destroy all documents and materials which contain any Confidential Information, summaries of Confidential Information or implementations made using such Confidential Information.



## **Confidential Information: Terminating the Disclosure Period Early or Extending It**

### *Sifter searches for*

A provision permitting the discloser to terminate early, or extend, the period during which the discloser might provide confidential information to the recipient.

### *Examples*

- I. This NDA shall govern all Confidential Information disclosures between the parties made for the Purpose from the Effective Date of this NDA for a period of three (3) years, unless terminated earlier, by a party's receipt of thirty (30) days prior written notice from the terminating party.
- II. Notwithstanding the foregoing, either Party may terminate the Disclosure Period with immediate effect at any time, without cause and in its sole discretion, upon giving written notice.
- III. The disclosure period of this Agreement shall expire on the date that the Relationship Agreement dated [ ], 2012 between Party A and Party B terminates (the "Disclosure Period"), unless such Disclosure Period is extended by the agreement of the parties in writing.

**Confidential Information: Use Only for Stated Purpose**

***Sifter searches for***

A provision that limits a recipient's use of confidential information.

***Pattern 1: Not Use***

***Examples***

- I. All confidential, proprietary and/or trade secret information received, obtained or possessed at any time by the Employee concerning or relating to the business, financial, operational, marketing, economic, accounting, tax or other affairs at [Company] or any client, customer, agent or supplier or prospective client, customer, agent or supplier of [Company] will be treated by the Employee in the strictest confidence and will not be disclosed or used by the Employee in any manner other than in connection with the discharge of the Employee's job responsibilities.
- II. At all times, both during my employment by the Company and after its termination, I will keep in strictest confidence and trust all Proprietary Information and I will not use or disclose any Proprietary Information without the written consent of the Company, except as may be necessary in the ordinary course of performing my duties as an employee of the Company.

***Pattern 2: Use Only***

***Examples***

- III. Except as otherwise permitted by this Agreement or otherwise with the written consent of the Discloser to the Recipient, the parties shall use Confidential Information received by the other party only for the permitted Purposes and shall keep confidential and not disclose such Confidential Information to any third party while this Agreement is in effect or for a period of three (3) years thereafter, including but not limited to Confidential Information constituting trade secrets.
- IV. In consideration of the furnishing of Confidential Information by the Discloser, Recipient agrees that it will hold the Confidential Information in strict confidence and will use the Confidential Information only in connection with the negotiation and consummation of the Transaction.

## **Confidential Information: When Disclosed**

### *Sifter searches for*

References to when confidential information is disclosed.

### *Examples*

- I. Either party may terminate this Agreement at any time by giving written notice to the other party at its address for Notices, after which Recipient's obligations to Discloser are limited to that Proprietary Information disclosed before the date of termination; provided that the obligation of confidentiality and those other provisions of this Agreement, which by their nature would reasonably be considered to extend beyond the date of termination, will remain in effect beyond such date of termination until fulfilled.
- II. Notwithstanding anything to the contrary contained herein, the restrictions set forth above regarding Confidential Material shall not apply to any material (a) which is publicly available at the time of disclosure or which becomes publicly available thereafter other than by breach of this Agreement; (b) which is already known to the disclosee prior to disclosure; (c) which is rightfully received by the disclosee from a third party without similar restrictions on disclosure imposed by such party; or (d) which has been or is developed by the disclosee independently of any such information disclosed by the discloser and through no wrongful act of the disclosee.
- III. The obligations of the Receiving Party hereunder survive any termination of this Agreement as to any Confidential Information disclosed prior to the termination of this Agreement Confidential Information of a third-party in the possession of the Receiving Party shall be protected from unauthorized use and disclosure for as long as the third party owner requires that it be protected.

## Confidentiality of Agreement or Terms

### *Sifter searches for*

A provision saying that existence of the agreement or its terms, or both, must be kept confidential.

**Related Sifter Alert** - This Sifter searches for an obligation to keep the contract and its terms confidential. Such provisions are most commonly found in confidentiality agreements, but they might occur in any kind of contract. If you're searching for an obligation to keep other kinds of information confidential, please use **Confidential Information: Obligation to Not Disclose**.

### ***Pattern 1: Obligation***

#### ***Examples***

- I. Each party shall not, except by legal order or with the other party's prior written consent, disclose this Agreement or its terms to any third-party other than residents, employees, or agents or representatives of such party who reasonably need to have access to this Agreement.
- II. During the Disclosure Period and for 12 months thereafter, each party shall not disclose to any Person the existence of this agreement and its terms, except to the extent disclosure is required by law, in which case that disclosure will not constitute a breach of the party in question's obligations under this section X, on condition that it has complied with section Y, as if section Y applied to that disclosure in addition to disclosure of Confidential Information.

### ***Pattern 2: Remain***

#### ***Examples***

- I. The terms and contents of this Agreement, including costs, must remain confidential between Sponsor and all parties to this Agreement and the University.
- II. It is agreed by the parties hereto that the terms of this Agreement shall remain strictly confidential as between them and that, except for a Memorandum which might be recorded in the office of the County Clerk, disclosure of this Agreement shall not be made by either party or its agents to any other person or entity, except for the successors, heirs and assigns of the parties, or as necessary to auditors, attorneys, financial advisors, lenders and investors, without first obtaining the written consent of the other party.

## Confidentiality of Agreement or Terms

### *Pattern 3: Discretion*

#### *Examples*

- I. The provisions of this Article 3 also shall apply to the contents of this Agreement; provided, however, that the contents hereof may be disclosed, only on a confidential basis and pursuant to a confidentiality or secrecy agreement acceptable to Sponsor, (a) as required by Applicable Law, (b) in connection with the enforcement of this Agreement, or (c) to such Agents, professional advisors, and lenders of a Company who have a need to know such information.

### *Pattern 4: Definition*

#### *Examples*

- I. “Confidential Information” means all Know-How and other confidential, proprietary and/or trade secret information provided or disclosed by one Party or its Affiliate or their respective officers, employees, agents and advisors to the other Party or its Affiliate or their respective officers, employees, agents and advisors in connection with this Agreement, including for the avoidance of doubt the terms of this Agreement itself.
- II. Confidential Information encompasses, by way of example not of limitation, the following: i. terms and conditions of this Agreement;

## **Conflict Minerals, References To**

### *Sifter searches for*

References to minerals and mining in designated areas of conflict.

### *Examples*

- I. No products or good sold by the Company contain any Conflict Minerals...
- II. 'Conflict Minerals' means (i) columbite-tantalite (coltan), cassiterite, gold ...

## **Conflict of Interest, References To**

### *Sifter searches for*

References to conflicts of interest.

### *Examples*

- I. No officer, member or employee of the Contractor or subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.
- II. Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a “conflict of interest,” as that term is defined in the Political Reform Act...

## Consequential Damages or Loss: Definition

### *Sifter searches for*

A definition of Consequential Damages or Loss.

### *Examples*

- I. Consequential Damages means Losses claimed to have resulted from any indirect, incidental, reliance, special, consequential, punitive, exemplary, multiple or any other Loss, including damages claimed to have resulted from harm to business, loss of anticipated revenues, savings, or profits, or other economic Loss claimed to have been suffered not measured by the prevailing Party's actual damages, and any other damages typically considered consequential damages under Applicable Law, regardless of whether the Parties knew or had been advised of the possibility that such damages could result in connection with or arising from anything said, omitted, or done hereunder or related hereto, including willful acts or omissions.
  
- II. Consequential Loss: means any loss, not arising naturally, that is according to the usual course of things, from the relevant breach act or omission, whether or not such loss may reasonably be supposed to have been in the contemplation of the parties, at the time they entered this Customer Contract, as the probable result of the relevant breach; and includes loss of profit, loss of revenue, loss of goodwill, loss of business opportunity or loss of anticipated savings.



## Consideration

### *Sifter searches for*

References to consideration for contract promises and references to payment.

### *Examples*

- I. NOW THEREFORE, in consideration of the premises and the respective covenants and agreements set forth herein, and subject to such covenants and agreements, the parties hereby agree as follows:
- II. Accordingly, in consideration of the mutual promises and covenants contained herein, the parties agree to the following:
- III. As consideration for the cobranding of products included in this Project, [Company A] agrees to compensate [Company B] as specified in Exhibit A.
- IV. As additional consideration for the Services, the Companies will provide the Manager with such support facilities and space at the Companies ' facilities as may be required to enable the Manager to properly perform the Services.
- V. For the provision of Services to the Company pursuant to the provisions of this Agreement, the Service Provider shall be entitled to the consideration specified below:

## Continuous Improvement Provisions

### *Sifter searches for*

References to a party agreeing to, on a continuous basis, work to improve efficiency and productivity.

### *Examples*

- I. Throughout the term of this Agreement, Supplier agrees to work in a responsive and independent manner to improve Customer's business and market endeavors as they relate to the products supplied hereunder.
- II. The Supplier shall at all times during the Framework Period comply with its obligations to continually improve the Goods and/or Services provided.
- III. Outsourcer shall: (1) on a continuous basis, as part of its total quality management process, identify, as appropriate, ways to improve the Service Levels;

## **Contract Title**

### ***Sifter Searches for:***

The title to the contract.

### ***Examples***

- I. Mutual Non-Disclosure Agreement
- II. Purchasing Agreement - Standard

## **Contractor: Definition**

### *Sifter searches for*

The definition of the defined term "Contractor".

### *Examples*

- I. The term "Contractor" means the Contractor or its authorized representative, but excludes the Owner's Representative and the Landscape Architect.
- II. "Contractor" is the person or entity identified as such in the State Contractor Agreement and is referred to throughout the Contract Documents as Contractor.

## **Controller: Definition**

### *Sifter searches for*

The definition of the defined term "Controller".

### *Examples*

- I. Section 9.3 of the contract refers to Controller and their responsibilities.
- II. "Controller" means...

**Controlling Language: English or Other**

*Sifter searches for*

References to an agreement's controlling language.

**Examples**

- I. This Agreement is in the English language only, which will be controlling in all respects.
- II. Such Japanese-language original shall be the controlling document for all purposes.
- III. The original and controlling version of this Agreement shall be the version using the English Language.

## Cooperating, References To

### *Sifter searches for*

References to cooperation.

### *Examples*

- I. The Supplier shall maintain a program for managing unauthorized disclosure of, access to, or use of Customer Data (each such event, a “Security Incident”). If the Supplier knows or suspects that a Security Incident has occurred, the Supplier shall promptly, and in any case within 48 hours, (1) notify the Buyer by telephone, in person, or by other real-time, in-person communication; (2) cooperate with the Buyer and law enforcement agencies, if applicable, to investigate and resolve the Security Incident, including by providing reasonable assistance to the Buyer in notifying injured persons, and (3) otherwise comply with applicable laws governing notifying of, and responding to, data breaches.
- II. The Processor shall provide all possible assistance and cooperation (including implementing appropriate technical and organizational measures), at the [Processor's/Controller's] reasonable cost and expense, to enable the Controller to fulfill its obligations to respond to requests from individuals exercising their rights under the Data Protection Law.
- III. The Supplier shall cooperate with the appropriate Regulator and any other relevant competent authority in connection with the provision of the Services.

## Cooperating in Government Matters

### *Sifter searches for*

A provision that refers to a party cooperating with a government agency or cooperating with another party in its dealings with a government agency.

### ***Pattern 1: Cooperate***

#### ***Examples***

- I. The Supplier will (and will procure that each of its group members and subcontractors will) cooperate with all Regulatory Authorities in all matters relevant to the performance of the Agreement and the services, whenever requested by the Customer (or any other member of the Customer's group).
- II. The Supplier shall cooperate with the appropriate Regulator and any other relevant competent authority in connection with the provision of the Services.

### ***Pattern 2: Not Cooperate***

#### ***Example***

- I. To help the [country] fight the funding of terrorism and money laundering, the federal laws of the [country] require all financial institutions to obtain, verify and record information that identifies each person with whom they do business.

### ***Pattern 3: Other Specifications***

#### ***Example***

- I. From and after the Closing , Buyer will make or cause to be made available to Seller all books, records, and documents relating to the Purchased Assets during regular business hours as may be reasonably necessary for (i) investigating, settling, preparing for the defense or prosecution of, defending or prosecuting any action, charge, complaint, order, investigation, claim, litigation, arbitration, suit or proceeding by or before any court or other Governmental Authority or any arbitrator (an "Action"), (ii) preparing reports to Governmental Authorities.



## **Counterfeit Goods: Definition**

### *Sifter searches for*

The definition of the defined term "Counterfeit Goods" and variants.

### *Example*

- I. If Purchaser is offered the opportunity to purchase or otherwise becomes aware of any counterfeit products similar in appearance and/or function to the Products manufactured by an entity other than Manufacturer ("Counterfeit Products"), Purchaser shall promptly notify Manufacturer thereof.

## **Covered Services: Definition**

### *Sifter searches for*

The definition of the defined term "Covered Services".

### *Examples*

- I. "Covered Services" means a controlled service transaction or a group of controlled service transactions that meet the definition of specified covered services or low margin covered services.
- II. Covered service means those services, drugs, supply and equipment for which coverage benefits are available under the health care plans. Covered services beneficiaries are given benefits according to the terms and conditions of health plan.

## **Credentials: Definition**

### *Sifter searches for*

Provisions that define the term "Credential" or "Credentials."

### *Examples*

- I. Section 19.1 of the contract refers to Credentials and their definition.
- II. "Credentials" means...

## Curing Breach

### *Sifter searches for*

References to curing breach of an obligation or a representation (in other words, a statement of fact).

### *Examples*

- I. If such breach or failure shall not have been cured by the close of business on the last day of the Collection Period which includes the 60th day after the date on which the Depositor becomes aware of such breach or failure, and the Depositor determines that such breach or failure materially and adversely affects the interest of the Trust or the Noteholders in a Receivable, the Depositor shall repurchase such Receivable from the Trust on the Distribution Date immediately following such Collection Period.
- II. by giving Licensee written notice of termination in the event of the breach of any term or condition of this Agreement, which breach is not cured by Licensee within thirty (30) days after receiving notice of such breach.
- III. Either party may terminate this Agreement or a relevant SOW in the event the other party materially breaches this Agreement or SOW and fails to cure the breach within thirty (30 days' notice from the non-breaching party.

## Customer Data: Definition

### *Sifter searches for*

The definition of the defined terms "Customer Data", "Personal Data" and variants.

### *Examples*

- I. 'Personal Data' means any information relating to an identified or identifiable natural person ('Data Subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;
- II. Section 19.1 of the contract refers to Customer Data and its definition.
- III. "Customer Information" means...

## Customer Data: Granting the Right to Use

### *Sifter searches for*

Provisions giving a party the right to use, or prohibiting a party from using, customer data.

### ***Pattern 1: Permission***

#### ***Example***

- I. Provider shall have the right to use and display the Customer Data: (i) in order to provide and improve the Subscription Services and/or Software; (ii) to comply with legal, regulatory and manufacturer requirements; ...

### ***Pattern 2: Grant***

#### ***Example***

- I. Customer hereby grants to [Company] and its authorized representatives and contractors a non-exclusive and non-transferable right and license to use, process, store, and transmit, and disclose Customer Data solely to provide the Services to Customer and fulfill other obligations described in this Agreement.

### ***Pattern 3: No Right***

#### ***Example***

- I. Except as Customer may otherwise permit, [Company] shall not use, copy or display Customer Data except to improve the Solution or generate anonymous statistical analysis, trends or indexes, and/or as necessary to perform its obligations hereunder.

## Customer Data: Keeping Confidential

### *Sifter searches for*

A provision imposing an obligation to keep customer data confidential.

### *Examples*

- I. Processor will ensure that any person it authorizes to process the Customer Information shall protect the Customer Information in accordance with Processor's confidentiality obligations under the Agreement.
- II. Processor is committed to ensuring the privacy, confidentiality and security of website owners data (hereafter referred to Merchants or controllers) and also the data of visitors to Merchant websites (hereafter referred to as website visitors or customers).
- III. Company will not collect, use or disclose your personal information without your consent.

## Customer Data: Providing

### *Sifter searches for*

Provisions saying that a party is obligated to, permitted to, or prohibited from providing customer data to another.

### *Examples*

- I. Without limiting the foregoing, and if applicable, [Party A] shall provide [Party B] copies of customer lists, customer data and other customer information relating to the Product in the Terminated Country, which [Party B] shall have the right to use and disclose in connection with its development and commercialization of the Product in the Terminated Country.
  
- II. However, if you Transfer the Business (as provided in Section 14.2 below), as part of the Transfer, you may Transfer use of the Customer Data to the buyer for value.
  
- III. [Party A] further represents and warrants to [Party B] it shall not store, transfer or make available (except through view access only) any PHI as defined under HIPAA to any entity or individual.



## Customer Data: Unauthorized Access

### *Sifter searches for*

References to unauthorized access to customer data.

### *Examples*

- I. [Company] will be liable for any unauthorized access to Customer Data by third parties only to the extent resulting from [Company]'s failure to adhere to the requirements set out by applicable law, the [Company] Security Addendum or from [Company]'s gross negligence or willful misconduct.
- II. Virtual access control Technical and organizational measures to prevent data processing systems from being used by unauthorized persons include: ...
- III. As a condition of this Agreement, RECIPIENT certifies that it has instructed all personnel having access to the shared data about the confidentiality requirements of this Agreement and the sanctions specified for unauthorized disclosure, including State criminal penalties.

## Data Breach: Definition

### *Sifter searches for*

The definition of "Data Breach", "Security Incident", and other equivalent defined terms.

### *Examples*

- I. "Security Incident" either (a) a breach of security of [Company]'s Security Standards leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, any Customer Data; or (b) any unauthorised access to [Company]'s equipment or facilities, where in either case such access results in destruction, loss, unauthorised disclosure, or alteration of Customer Data.
- II. [Company] shall implement appropriate technical and organisational measures to protect the Personal Data from accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access (each a "Security Incident"),
- III. "Personal Data Breach" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, personal data transmitted, stored, or otherwise processed.
- IV. "Security Incidents" shall mean the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Customer personal data.

## **Data Exporter: Definition**

### *Sifter searches for*

The definition of "Data Exporter".

### *Example*

- I. Data Exporter means a controller (or, where permitted, a processor) established in the EU that transfers personal data to a data importer.

## **Data Importer: Definition**

### *Sifter searches for*

The definition of "Data Importer".

### *Example*

- I. Data Importer means a controller or processor located in a third country that receives personal data from the data exporter.

## Data Ownership

### *Sifter searches for*

Provisions stating who owns data.

### *Examples*

- I. All data, records, and reports relating to the [Company] Business and the customers of the [Company] Group (collectively, Records), whether in existence at the Execution Date hereof or compiled thereafter in the course of performing the Services, shall be treated by PROVIDER and its subcontractors as the exclusive property of CUSTOMER or other member of the [Company] Group and the furnishing of such Records, or access to such items by, PROVIDER and/or its subcontractors, shall not grant any express or implied interest in or license to PROVIDER and/or its subcontractors relating to such Records.
- II. User IDs associated with each User that [Company] provides directly to [Company] shall be owned by [Company].

## Data Processing: Access Restrictions

### *Sifter searches for*

A provision in which the controller restricts which of its personnel has access to data.

### ***Pattern 1: Authorized***

#### ***Examples***

- I. At a minimum, [Company]’s security program shall include: (a) limiting access of Customer Data to Authorized Persons; (b) managing authentication and access controls of the system components that provide the services, back-up systems, operating systems, storage media and computing equipment (excluding Bring Your Own Device (BYOD) equipment of personnel of Customer, its Affiliates or its contractors); (c) implementing network, application, database, and platform security; (d) means for securing information transmission, storage, and disposal within [Company]’s possession or control;
- II. Processor shall take commercially reasonable steps to limit access to Personal Data to only Authorized Individuals.

### ***Pattern 2: Need to Know***

#### ***Examples***

- I. [Company] shall take reasonable steps to ensure that access to the Customer Personal Data is limited on a need to know/access basis and that all [Company] personnel receiving such access are subject to confidentiality undertakings or professional or statutory obligations of confidentiality in connection with their access/use of Customer’s Personal Data.
- II. Vendor and each Vendor Affiliate shall take reasonable steps to ensure that access to the Company Personal Data by its employees, agents or contractors is strictly limited to those individuals who need to know / have access the relevant Company Personal Data, as strictly necessary for the purposes of the Agreement, and to comply with Applicable Laws in the context of that individual's duties to the Contracted Processor, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

***Pattern 3: Performing***

***Examples***

- I. [Company] shall ensure that access by [Company]’s personnel to Customer Data is limited to those personnel performing Services in accordance with the Agreement.
- II. Selected Firm/Vendor will provide access to University Data only to its employees and subcontractors who need to access the data to fulfill Selected Firm/Vendor obligations under this agreement.
- III. [Company] will take reasonable steps to ensure that [Company]’s access to Personal Data is limited to those personnel who require that access to perform legitimate business activities under this Agreement.

## Data Processing: Data Privacy Framework, References To

### *Sifter searches for*

References to the EU-US Data Privacy Framework of 2023.

### *Examples*

- I. With respect to data stored or processed in the United States, at all times during the performance of the Services, LLC will process Personal Data originating from the European Economic Community according to the relevant EU-U.S. Data Privacy Framework Principles.
- II. Processor complies with and has certified to the US-EU Data Privacy Framework and shall maintain such certification throughout the term of this Agreement.
- III. [Company] has certified its participation with the EU-U.S. Data Privacy Framework program by adopting the Data Privacy Framework Principles to its Data Privacy policies and practices.



## **Data Processing: No Offshore Processing**

### *Sifter searches for*

Provisions that prohibit a service provider from storing customer information outside the U.S., accessing customer information from outside the U.S., or performing services for the customer outside the U.S.

### *Examples*

- I. None of the Services under this Agreement shall be performed or provided and no Information related to this Agreement shall be collected, stored, handled or accessed by Contractor or its Subcontractors at any location outside of the United States.
- II. Any services that are described in the specifications or scope of work that directly serve the State or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States.
- III. Except as otherwise provided in Section VII B of this RFP, no part of the resulting contract from this solicitation may be performed offshore of the United States by persons located offshore of the United State or by means, methods, or communications that, in whole or in part, take place offshore of the United States.

## Data Processing: Privacy Shield, References To

### *Sifter searches for*

References to the Privacy Shield data protection framework, invalidated in 2020.

### *Examples*

- I. [Company] has certified its participation with the EU-U.S. Privacy Shield program by adopting the Privacy Shield Principles to its Data Privacy policies and practices.
  
- II. [Party] directly represents that it is self-certified to the Privacy Shield Framework and agrees, with respect to Customer Account Data and Customer Data that it shall comply with the Privacy Shield Principles when handling any such data.
  
- III. With respect to data stored or processed in the United States, at all times during the performance of the Services, [Company] will process Personal Data originating from the European Economic Community according to the relevant EU-U.S. Privacy Shield Principles.

## Data Processing: Restrictions on Transferring Data Internationally

### *Sifter searches for*

Provisions that prohibit or impose conditions on transferring data to another country.

### *Examples*

- I. not transfer Personal Data from the EEA or Switzerland to a jurisdiction which is not an Approved Jurisdiction, unless it first provides [Company] advance notice and an opportunity to object; if [Company] reasonably objects to the proposed cross border transfer the applicable Performance that is the subject matter of the objection shall terminate.
- II. In the event of having to transfer personal data to another country or to an international organization, by virtue of any Union or Member State Law applicable to it, it shall notify the DATA CONTROLLER of that legal requirement beforehand, except if that Law forbids this due to important reasons of public interest.
- III. For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection
- IV. Transfer of Personal Data related to EU Data Subjects to [Company]'s US-based sites is made pursuant to the terms of the Privacy Shield.

## Data Protection Law: Definition

### *Sifter searches for*

A definition of the defined term "Data Protection Law" or "Data Protection Legislation".

### *Examples*

- I. Data Protection Legislation means the Data Protection Act 1998 and the Privacy and Electronic Communications (EC Directive) Regulations 2003 and any replacement legislation coming into effect from time to time including (without limitation) the GDPR.
  
- II. The applicable data protection law means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;

## **Data Subject: Definition**

### *Sifter searches for*

The definition of "Data Subject".

### *Example*

- I. "Data Subject" means an identified, or identifiable, natural person to whom Personal Data relates.

## Date of Contract

### *Sifter searches for*

A statement of the date of a contract or how to determine the date.

**Related Sifter Alert** - In a contract, the date of that contract is often referred to as the effective date. Or the contract might say it's dated a given date, or entered into on or as of that date. Such statements might use a calendar date or point to a date in the introductory clause or in the signature blocks. This Sifter captures these and other ways of stating the date of a contract.

If instead you're interested in the date performance starts, use the Sifter **Performance Start Date**, which looks for *start date*, *effective start date*, *performance date*, or *commencement date*.

### **Pattern 1: Signature**

#### **Examples**

- I. [Company] and its subsidiaries (collectively, the "Company") and [Name] ("Executive") (together, the "Parties") enter into this Separation and Release Agreement ("Agreement") as of the date shown below Executive's signature on the last page of this Agreement.
- II. This Agreement enters into effect upon its execution.

### **Pattern 2: Introductory Clause**

#### **Examples**

- I. THIS AMENDED AND RESTATED INVESTORS' RIGHTS AGREEMENT (this "Agreement"), is made as of the 19th day of December, 2019, by and among [Company], a Delaware corporation (the "Company"), and each of the investors listed on Schedule A hereto, (together with any subsequent investors who become parties hereto as "Investors" in accordance with Section 6.9 hereto, collectively, the "Investors").
- II. This Subcontract, dated as of June 1, 2019, is between [Company], a California corporation (the "Investment Manager"), and [Company] ("Administrator").

## Deadline for Starting a Proceeding

### *Sifter searches for*

References to the deadline for a party to start a legal proceeding.

**Related Sifter Alert** - This Sifter also searches for references to the deadline for bringing claims. This is sometimes expressed by saying that “representations and warranties” survive for a specified time (See Pattern 2). If you’re interested in provisions surviving, use **Provisions Survive Termination**.

### **Pattern 1: Claim**

#### **Examples**

- I. Purchaser hereby agrees to indemnify, defend and hold harmless the Sellers from and against any and all actual and direct Losses severally, arising out of, or resulting from or in connection with any act of fraud or gross negligence or wilful misconduct of the Purchaser, provided that: (i) the total liability of the Purchaser to Sellers pursuant to this Clause shall not exceed the Purchase Consideration paid to the Sellers; and (ii) claim against such Loss is made by the relevant Seller to the Purchaser within 18 (eighteen) months from the Closing Date.
- II. If the Closing occurs, Seller shall have liability under Section 11.02(a) with respect to any Breach of a representation or warranty (other than those in Sections 3.01, 3.02 or 3.03, as to which a claim may be made at any time), only if on or before the date that is six months after the Closing Date, Buyer notifies Seller of a claim, specifying the factual basis of the claim in reasonable detail to the extent known by Buyer.

### **Pattern 2: Survival**

#### **Examples**

- I. All representations and warranties made by any Party shall survive for two years and shall terminate and be without further force or effect on the second anniversary of the Closing Date.
- II. The representations and warranties of the Company shall survive until twelve (12) months (the “Survival Period”) following the Closing.

## Deal Teams and Deal Trees, References To

### *Sifter searches for*

References to deal teams and deal trees.

### *Examples*

- I. [Company] reserves the right to reassign deal team personnel and assign new deal team personnel at its sole discretion.
- II. [Party B]'s debt financing sources may establish a "tree" system whereby separate groups or "trees" will be formed and dedicated to [Party B] and each other party, respectively, involved, or seeking to be involved, in a transaction involving [Party A].
- III. We will provide coverage by a designated team of employees ("Tree") exclusively advising [Client] (the "Tree Exclusivity").



## Default: Definition

### *Sifter searches for*

The definition of the defined term *Default*, the defined term *Potential Event of Default* (which is usually given the same definition as *Default*), and the phrase *shall/will constitute a default*.

### *Examples*

- I. "Default" means any condition or event which constitutes an Event of Default or which with the giving of notice or lapse of time or both would, unless cured or waived, become an Event of Default .
- II. "Potential Event of Default" means any event or circumstance specified in Clause XX (Events of Default ) which would (with the expiry of a grace period, the giving of notice, the making of any determination under the Finance Documents or any combination of any of the foregoing) be an Event of Default.

## **Defend Trade Secrets Act**

### *Sifter searches for*

References to the Defend Trade Secrets Act of 2016.

### *Example*

- I. The federal Defend Trade Secrets Act of 2016 (the “Act”) provides immunity from liability in certain circumstances to Employer’s employees, contractors, and consultants for limited disclosures of Employer “trade secrets,” as defined by the Act.

## **Defense Federal Acquisition Regulation Supplement**

### *Sifter searches for*

References to the Defense Federal Acquisition Regulation Supplement (DFARS).

### *Example*

- I. The FAR and the Defense Federal Acquisition Regulation Supplement (DFARS) apply only as specifically referenced herein.

## **Deliverables: Definition**

### *Sifter searches for*

A definition of the defined term "Deliverables".

### *Examples*

- I. Section 17.3 of the contract refers to Deliverables and their definition
- II. "Deliverables" means

## **Delivery of Goods, Services or Software: Method**

### ***Sifter searches for***

References to the method of delivery for goods, services or software.

### ***Examples***

- I. [Company] may elect to deliver software and related product/license information by electronic transmission or via download.
- II. Delivery will be FCA (Incoterms) from our facility.
- III. Method of Delivery: Follow the requirement on the supply notice of [Party].
- IV. Product Delivery: Title and risk of loss for sold Equipment and physical media containing Software shall transfer to Customer upon delivery to Customer's dock or facility for the receiving of such items, either directly or via a carrier used by [Company] to transport such item(s) from [Company's] designated point of shipment (Delivery).

## Disabled-Owned Business: Definition

### *Sifter searches for*

A definition of the defined term "Disabled-Owned Business".

### *Examples*

- I. Service-Disabled Veteran-Owned Small Business: means a small business not less than 51 percent of which is owned by one or more service-disabled veterans or in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and the management and daily business operation of which are controlled by one or more service disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
  
- II. Service-disabled Veteran-owned Business Enterprise (SDVBE) 1) A business concern that is (a) at least fifty-one percent (51%) owned by one or more service-disabled veterans or, in the case of any publicly owned business, at least fifty-one percent (51%) of the stock of which is owned by one or more service-disabled veterans or, in the case of a veteran with a permanent and severe disability, the spouse or permanent caregiver of such veteran. (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected as defined in 38 U.S.C. 101(16).

## Disaster Recovery Plan

### *Sifter searches for*

Provisions requiring that a party implement a disaster recovery plan.

### *Examples*

- I. Company shall include in each business continuity plan a plan for the recovery of critical technology systems, and procedures for restoring business operations at the primary location or at a designated recovery site for those critical technology systems in the event of a disaster.
- II. In order to facilitate an orderly transition in connection with the Separation and Distribution, Company shall implement and maintain disaster recovery facilities and a written disaster recovery plan that is consistent with the terms of the Colocation Services Agreement and that is designed to ensure that in the case of a disaster within or around the geographic location of Company's Systems used in connection with the Services, Company shall be able to switch to a redundant site capable of meeting the requirements of this Agreement without disruption or lapse in service (such disaster recovery plan, the Disaster Recovery Plan).
- III. Each Party shall at all times maintain a disaster recovery/business resumption plan which shall be compliant with applicable Law and which will allow such Party to recover and continue to perform the services required under this Agreement in a reasonably timely manner after the occurrence of computer problems, acts of nature, acts of terrorism or similar events.

## **Discloser: Definition**

### *Sifter searches for*

The definition of the defined term "Discloser" and its variants.

### *Examples*

- I. Section 19.1 of the contract refers to Disclosers and their responsibilities.
- II. "Discloser" means...



## Disparaging or Defamatory

### *Sifter searches for*

Provisions requiring (including by using one or more of the terms "defame", "disparage", "libel", and "slander") that a party not criticize another party.

### *Examples*

- I. Executive shall refrain, both during the Employment Period and thereafter, from publishing any oral or written statements about any directors, partners, officers, employees, agents, investors or representatives of the Company or any Affiliate that are (1) slanderous, libelous, or defamatory; (2) disclose private or confidential information about the business affairs, directors, partners, officers, employees, agents, investors or representatives of the Company or any Affiliate; (3) constitute an intrusion into the seclusion or private lives of any such person; (4) give rise to unreasonable publicity about the private life of any such person; (5) place any such person in a false light before the public; or (6) constitute a misappropriation of the name or likeness of any such person.
- II. Company and the released Parties and Counterparty mutually covenant and agree not to disparage, defame or otherwise engage in conduct, which, in any way, reflects adversely upon Counterparty, Company and/or the Released Parties.

## Dispute Resolution

### *Sifter searches for*

Provisions stating how a dispute between the parties is to be resolved.

### ***Pattern 1: Arbitration***

#### ***Examples***

- I. The Company and Executive agree that any dispute regarding the interpretation or enforcement of this Agreement shall be decided by confidential, final and binding arbitration rather than by litigation in court, trial by jury or other forum.
- II. To ensure rapid and economical resolution of any and all disputes that might arise in connection with this Agreement, Executive and the Company agree that any and all disputes, claims, and causes of action, in law or equity, arising from or relating to this Agreement or its enforcement, performance, breach, or interpretation, will be resolved solely and exclusively by final, binding, and confidential arbitration, by a single arbitrator, in San Francisco, California, and conducted by Judicial Arbitration & Mediation Services, Inc. (JAMS) under its then-existing employment rules and procedures.

### ***Pattern 2: Mediation***

#### ***Examples***

- I. If a dispute arises out of or relating to this Agreement or the breach of this Agreement, and if the dispute cannot be settled through direct discussions, the parties agree to first endeavour to settle the dispute in an amicable manner by mediation.
- II. All disputes arising from the performance of this Agreement shall be settled through negotiation by both parties or through mediation by local dairy associations; In the event that the dispute could not be settled through negotiation, any party may submit the dispute to the people's court for litigation.

## Dispute Resolution

### *Pattern 3: Good Faith*

#### *Example*

- I. The parties shall strive to settle any dispute arising from the interpretation or performance in connection with this Agreement through friendly consultation.
- II. The Parties shall negotiate in good faith and use reasonable efforts to amicably settle any dispute, controversy or claim arising from or related to this Agreement or the breach thereof that is outside the scope of authority of the JSC, and except for any Excluded Claims (each, a Dispute).

### *Pattern 4: Combination*

#### *Example*

- I. If a dispute arises out of or relates to this Agreement, or the breach thereof, and if the dispute cannot be settled through negotiation, the Parties agree first to try in good faith to settle the dispute by mediation before resorting to arbitration, litigation, or some other dispute resolution procedure.

## Disputed Invoices

### *Sifter searches for*

Provisions that say how a dispute over an invoice is to be handled.

### *Examples*

- I. If an invoiced Party, in good faith, disputes the accuracy of the amount invoiced, the invoiced Party shall pay such amount as it in good faith believes to be correct and provide written notice stating the reasons why the remaining disputed amount is incorrect, along with supporting documentation.
- II. Disputed invoices shall not become due until resolution of the dispute.

## **Documentation: Definition**

### *Sifter searches for*

A definition of the defined term "Documentation".

### *Examples*

- I. Section 19.1 of the contract refers to Documentation and its contents
- II. "Documentation" means ...

## Drug Testing

### *Sifter searches for*

References to testing people for drug use.

### *Examples*

- I. Failure to successfully complete each drug test and background check is reason for immediate termination of employment.
- II. The Employee authorizes the Company to conduct drug tests and background checks on the Employee during the Employee 's employment with the Company at times determined by the Company.

## Earned Interest, References To

### *Sifter searches for*

References to sums earning or accruing interest, or not earning or accruing interest.

### *Examples*

- I. The amounts so deposited in the FF&E Reserve, including all interest earned thereon, shall be continually maintained in such reserve account until such time(s) as Tenant deems it advisable in its discretion to withdraw such amounts for use in replacing, substituting, repairing or restoring the FF&E.
- II. Any interest, fees and other payments accrued on and after the Effective Date with respect to the Assigned Revolver Amount shall be for the account of Assignee.
- III. If by the last anniversary date prior to the Handover Date, the report provided shows that, despite taking into account interest (or other return) to be earned in respect of the assets comprising the Defeasance Fund there will be insufficient money in the Defeasance Fund at the Handover Date to repay and satisfy the Advance in full then the Borrower must contribute additional money to the Defeasance Fund to ensure that the value of the Defeasance Fund will be sufficient to repay and satisfy the Advance as at the Handover Date.

## **Economic Sanctions, References To**

### *Sifter searches for*

References to economic sanctions on people, businesses, or governments.

### *Examples*

- I. None of the Company or, to the Company's knowledge, any director, officer, agent, employee or affiliate of the Company or any other person acting on behalf of the Company, is currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury ("OFAC"), and the Company will not knowingly, directly or indirectly, use the proceeds of the Offering hereunder, or lend, contribute or otherwise make available such proceeds to any joint venture partner or other person or entity, for the purpose of financing the activities of any person currently subject to any U.S. sanctions administered by OFAC.
- II. Neither the extension of credit made pursuant to this Agreement or the use of the proceeds thereof by the Credit Parties will violate the Trading with the Enemy Act, as amended, or any of the foreign assets control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as amended) or any enabling legislation or executive order relating thereto.



## **Electronic Data Interchange (EDI), References To**

### ***Sifter searches for***

References to Electronic Data Interchange (EDI) systems.

### ***Examples***

- I. Written instructions shall include, but are not limited to, FAX, EDI, E-Mail or similar communication, provided Company has no liability when relying on the information contained in the communication as received.
- II. Company may provide Customer access to Company's Warehouse Inventory Management System and other Electronic Data Interchange Systems in connection with Company's provision of Services.

**Electronic Signatures***Sifter searches for*

References to use of electronic signatures.

**Examples**

- I. Counterparts may be executed in either original or electronically transmitted form (e.g., faxes or emailed portable document format (PDF) form), and the parties hereby adopt as original any signatures received via electronically transmitted form.
- II. A signature to this Agreement transmitted electronically shall have the same authority, effect, and enforceability as an original signature.

## Electronic Verification, References To

### *Sifter searches for*

References to electronic verification.

### *Examples*

- I. All notices given pursuant to this Agreement shall be sent by: (i) certified mail, return receipt requested, in which case notice will be deemed delivered three (3) business days after deposit, postage prepaid in the United States mail; (ii) a nationally recognized overnight courier, in which case notice will be deemed delivered one (1) business day after deposit with such courier; (iii) facsimile transmission, in which case notice will be deemed delivered upon electronic verification that transmission to the recipient was completed.
  
- II. Consultant shall comply with all federal, state, and local labor, immigration, and employment eligibility verification laws, regulations and requirements, including but not limited to, the Immigration and Control Act of 1986 (and all amendments thereto), those of the United States Department of Homeland Security (DHS), regarding all personnel retained by Consultant who will be performing services for HSOC, as well as all requirements of Georgia law, including, without limitation, the Illegal Immigration Reform and Enforcement Act of 2011, and any required e-Verify requirements of the federal and state governmental agencies.
  
- III. Subrecipient certifies that it is registered with and uses the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Subrecipient working under this Agreement during the term of this Agreement.

## **Employment Commencement Date**

### *Sifter searches for*

The date when an employee starts work.

### *Examples*

- I. Employee's initial date of active employment, which shall be February 28, 2005 (the Employment Date).
- II. Your employment by the Company as President and Chief Executive Officer commenced on September 1, 2001.
- III. Employment will commence on or about Tuesday, February 1, 2005.

## End Date

### *Sifter searches for*

A date when the contract terminates.

### ***Pattern 1: Explicit End Date***

#### ***Examples***

- I. The term of this Agreement shall continue in full force and effect until December 31, 2015.
- II. The terms of this Agreement shall terminate on February 29, 2016 (the “Termination Date”).

### ***Pattern 2: Time Period***

#### ***Examples***

- I. The term of this Agreement shall commence as of the Effective Date and shall thereafter continue for twelve (12) months.
- II. The term of engagement hereunder shall commence on the date hereof and shall continue for a period of up to one year.

## End of Life of Systems or Equipment, References To

### *Sifter searches for*

References to when an item will have reached the end of its life, or economic life, for purposes of ascertaining responsibility for maintenance and the cost of maintenance of the affected item, or to exclude the item from the supplier's performance obligations.

### *Examples*

- I. Notwithstanding section 13.1.8, where any asset is beyond its normal economic life of service, the asset lifecycle procedure set out below shall apply:
- II. "End of Economic Life" means the point at which:
  - an Asset (or any component thereof) cannot reasonably be maintained to perform its intended function due to the age of the Asset; or the incompatibility with other systems, unavailability of spare parts, and/or unavailability of consumables; and/or
  - there is an unreasonable increase in the nature, extent and/or cost of reactive or planned Services required to maintain an Asset (or any component thereof) and fix faults or breakages affecting that Asset (or component thereof) and Outsourcing Group can demonstrate that its costs or resources used in performing the Services or other obligations in relation to that Asset are materially increased commensurate with such change.
- III. For the duration of this Agreement, Company agrees to provide Hardware replacement support for three (3) years following the date of announced end of life of the Product.

## Entire Agreement

### *Sifter searches for*

A provision saying that the contract represents the entire agreement between the parties.

**Related Sifter Alert** - This Sifter searches for a provision saying that the contract is the entire agreement between the parties—in other words, that another document doesn't form part of the contract. If instead you're interested in provisions confirming the lack of any conflict with other agreements, use **No Conflict with Other Agreements**.

### *Examples*

- I. This Agreement and the Attachments hereto constitute the entire agreement between the contracting parties concerning the subject matter hereof.
- II. This Agreement, along with any exhibits, appendices, addenda, schedules, and amendments hereto, encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether oral or written.
- III. The Transaction Documents, together with the exhibits and schedules thereto, contain the entire understanding of the parties with respect to the subject matter hereof and thereof and supersede all prior agreements and understandings, oral or written, with respect to such matters, which the parties acknowledge have been merged into such documents, exhibits and schedules.

## Equal Employment Opportunity Compliance

### *Sifter searches for*

A provision saying that a party will be an equal-opportunity employer.

### *Examples*

- I. The Company will practice the principles of equal employment opportunity and non-discrimination in all its business activities.
  
- II. Practice Manager expressly agrees not to intentionally violate any and all applicable federal and/or State equal employment opportunity statutes, rules and regulations, all as may from time to time be modified or amended.



## **Equipment: Access To or Use Of**

### *Sifter searches for*

References to someone having access to or using, or not having access to or using, equipment.

### ***Pattern I: Provide Access***

#### ***Examples***

- I. Lessor hereby permits Lessee to use the equipment identified on Exhibit C, attached hereto and incorporated herein, during the Term of this Agreement (“Equipment”).
- II. Cooperate with Service Provider in its performance of the Services, including purchasing all Materials in consultation with and through Service Provider, and provide access to the Premises, the Facility, and Customer’s employees, contractors, and Equipment as required to enable Service Provider to provide the Services.

### ***Pattern II: May Use***

#### ***Examples***

- I. Customer Personnel may operate Company equipment and have other capabilities as provided in this Schedule.
- II. Supplier may not use any Client equipment or the Premises for any purposes other than as minimally necessary to do so in order to fulfill its obligations under the Agreement.

## **Equipment: Definition**

### *Sifter searches for*

The definition of the defined term "Equipment".

### *Examples*

- I. "Equipment" means Excavators, Swing Loader Lines, Backhoe Loader Lines and Site Dumper Lines.
- II. Equipment: Equipment and Parts that Dealer is authorized to represent under this Agreement.

## **Equipment: Obligation to Repair or Replace**

### *Sifter searches for*

An obligation, or an absence of obligation, related to maintaining, repairing or replacing equipment.

### *Examples*

- I. If the furniture or equipment is destroyed or damaged beyond repair due to SUPPLIER'S negligence, SUPPLIER shall pay to [COMPANY] all monies due under any lease obligations or if purchased the replacement value of the furniture or equipment.
  
- II. Sponsor hereby assumes all risk of loss of or damage to the Equipment from any cause (except to the extent caused by Institution's or Medical Affiliates' negligence or misconduct) and assumes all responsibility for repair; provided, however, that Institution shall reimburse Sponsor for damage to or loss of Sponsor Equipment to the extent such damage or loss was caused by the negligence or willful misconduct of Institution or Medical Affiliates (or their respective personnel).
  
- III. Motor Carrier shall pay to Provider the reasonable and customary costs to repair damage done to Equipment during Motor Carrier's possession."

## **Equitable Remedy: Availability**

### *Sifter searches for*

A provision stating that a party is entitled to equitable remedies for breach.

### *Examples*

- I. I acknowledge and agree that violation of this Agreement by me would cause irreparable harm to the Company not adequately compensable by money damages alone, and I therefore agree that, in addition to all other remedies available to the Company at law, in equity or otherwise, the Company shall be entitled to injunctive relief to prevent an actual or threatened violation of this Agreement and to enforce the provisions hereof, without showing or proving any actual damage to the Company or posting any bond in connection therewith.
- II. The parties agree that injunctive relief is the exclusive remedy that is available to the Company against Employee in the event the Employee breaches this Agreement.
- III. In the event of a breach or threatened breach by the Employee of the provisions of this Section 4, Company shall be entitled to an injunction restraining Employee from disclosing and/or using, in whole or in part, such CONFIDENTIAL INFORMATION.

## **Equitable Remedy: Posting a Bond**

### *Sifter searches for*

References to posting a bond, or not being required to post a bond, in connection with equitable remedies.

### ***Pattern 1: Posting***

#### ***Example***

- I. Consequently, the Company will have the right, in addition to any other rights it may have, to obtain injunctive relief to restrain any breach or threatened breach or otherwise to specifically enforce any provision of this Agreement , and the Company will not be obligated to post bond or other security in seeking such relief.

### ***Pattern 2: Required***

#### ***Example***

- I. Customer further agrees that [Company] will be entitled to seek injunctive relief for the purpose of restraining Customer from violating this covenant (and no bond or other security shall be required in connection therewith) in addition to any other relief to which [Company] may be entitled under the Agreement.

### ***Pattern 3: Amount***

#### ***Example***

- I. If a bond is required, the parties agree that a bond not to exceed \$1,000 shall be adequate in all respect to protect the interests of the parties.

## Ethical Wall, References To

### *Sifter searches for*

References to arrangements within a business that require information held by a person in the course of one part of its business to be withheld from, or not to be used for, persons with or for whom it acts in the course of another part of its business.

### *Examples*

- I. The Firm agrees that it will not use any of your confidential information in representing such other clients and, when needed, we will establish an ethical wall to assure that confidential information is not exchanged between those working on the Matter and those working for such other clients.
- II. If [Company] designates [Party] or a foreign affiliate of such firm to serve as its designee to observe an inventory count, and the performance of such service for [Company] would, as determined by such firm, create a conflict of interest that cannot be resolved through creation of an ethical barrier between relevant client teams or other similar measures, [Company] will observe, or select an alternate designee to observe, such inventory count.
- III. [Agent] hereby informs the Company that it is a broker-dealer registered with the Securities and Exchange Commission, and has put in place an "information barrier" designed to prevent any person who has material non-public information about an issuer from purchasing or selling securities of such issuer based on such information or from communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities.

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## LEGALSIFTER REVIEW and LEGALSIFTER ORGANIZE

### Event of Bankruptcy

#### *Sifter searches for*

Provisions that refer to one or more of the events or circumstances commonly equated with bankruptcy.

#### ***Pattern 1: Case***

##### ***Example***

- I. Files a petition in bankruptcy or is adjudicated a bankrupt or insolvent, or makes an assignment for the benefit of creditors or an arrangement pursuant to any bankruptcy law, or if the LICENSEE discontinues or dissolves its business or if a receiver is appointed for LICENSEE or for LICENSEE'S business and such receiver is not discharged within 120 days;

#### ***Pattern 2: Assignment***

##### ***Example***

- I. ...(2) makes an assignment for the benefit of creditors.

#### ***Pattern 3: Receiver***

##### ***Example***

- I. The appointment of any Agent shall forthwith terminate if at any time such Agent becomes incapable of acting, or is adjudged bankrupt or insolvent, or files a voluntary petition in bankruptcy or makes an assignment for the benefit of its creditors or consents to the appointment of a receiver, administrator or other similar official of it or of all or any substantial part of its property or admits in writing its inability to pay or meet its debts as they mature or suspends payment thereof...

#### ***Pattern 4: Debts***

##### ***Example***

- I. Either Supplier or Customer may immediately terminate this Agreement upon written notice to the other party if (i) the other party becomes insolvent or is unable to pay its debts, or makes an assignment for the benefit of creditors...

## Event of Default: Definition

### ***Sifter searches for***

The definition of the defined term Event of Default and the phrase *shall/will constitute an event of default*.

### ***Pattern 1: Introductory Sentence***

This pattern looks for language that describes an obligation with language describing an event of default at the beginning of a sentence.

### ***Examples***

- I. If one or more of the following described events shall have occurred and be continuing, then this Note shall be in default (each, a "Default"): ...
- II. The occurrence of one or more of the following events shall be an Event of Default hereunder: ...

### ***Pattern 2: Within Paragraph***

This pattern looks for language that describes an obligation with language describing an event of default within a sentence.

### ***Examples***

- I. It is expressly provided that upon failure in the punctual payment of the principal due hereunder, as the same shall become due and payable, and the passage of thirty (30) days following when such payment was due and payable, during which period the Maker may make such payment(s) as are due and payable and prevent a default of this Note, an "Event of Default" will have occurred.
- II. That the signer in his capacity as an officer of Borrowers has reviewed the relevant terms of this Agreement, and has made (or caused to be made under his supervision) a review of the transactions and conditions of Borrowers from the beginning of the accounting period covered by the financial statements being delivered therewith to the date of the certificate, and that such review has not disclosed the existence during such period of any condition or event which constitutes an Event of Default or Unmatured Event of Default or if any such condition or event existed or exists, specifying the nature and period of existence thereof and what action Borrowers have taken or propose to take with respect thereto.



## **Event of Termination: Definition**

### *Sifter searches for*

A definition of the defined term "Event of Termination".

### *Example*

- I. The occurrence of one or more of the following events shall be an Event of Termination hereunder: ...

## Excluded Event: Definition

### *Sifter searches for*

The definition of the defined term Excluded Event and variants.

### *Examples*

- I. Excluded Event means any event that adversely impacts the Hosted Services that is caused by (a) the acts or omissions of User, its employees, customers, contractors or agents; (b) the failure or malfunction of equipment, applications or systems not owned or controlled by Service Provider; (c) Force Majeure events; (d) a Scheduled Maintenance Window; (e) any suspension of Hosted Services pursuant to Section 9; or (f) the unavailability of any User personnel required to restore Hosted Services, including as a result of User's failure to provide [Company] with accurate, current contact information.
- II. Excluded Event means a Service Failure that is or arises from or is aggravated by:

## Exclusivity

### *Sifter searches for*

Provisions that give a party an exclusive right to do something or that prohibit a party from doing something with anyone other than the other party.

### ***Pattern 1: Prohibited***

#### ***Examples***

- I. During the period from the date of this Agreement to the earlier of the Closing Date or the termination of this Agreement, Seller shall not take any action, directly or indirectly, to encourage, initiate or engage in discussions or negotiations with, or provide any information to, any Person other than Buyer, concerning any sale of the Assets or any material part thereof or a similar transaction involving Seller.
- II. For so long as this Agreement remains in effect, neither Sellers nor any person acting on Seller's behalf shall, directly or indirectly, solicit or initiate any offer or negotiations with any person concerning the acquisition of the Facility and Assets by any party other than Buyer.

### ***Pattern 2: Obligation/Performance***

#### ***Example***

- I. Subject to the terms and conditions contained herein, and in exchange for the Exclusivity Fee outlined below, [Company] hereby grants Reseller the exclusive right and authority to purchase from [Company] and subsequently market and sell access to the Services and issue Credentials therefore to End Users located in [Country Name].

## Expenses: Obligation to Pay

### *Sifter searches for*

An obligation, or an absence of obligation, to pay expenses or costs.

### *Examples*

- I. [Party A] shall pay the costs of the salary, benefits and other expenses (including any payroll taxes) of [Party B] personnel and will include these amounts in the Costs of Services.
- II. In the event such an audit evidences an underpayment of more than five percent (5%) with respect to the amounts actually paid, Licensee shall promptly pay such underpayment to Licensor with interest at the prime rate as set by [Bank], from the time when such underpayment accrued, and shall reimburse Licensor for the reasonable costs and expenses (including fees) of such audit.
- III. If Tenant orders any work directly from Landlord, Tenant shall pay to Landlord an amount equal to five percent of the cost of such work to compensate Landlord for all overhead, general conditions, fees and other costs and expenses arising from Landlord's involvement with such work.

## Export Administration Regulations, References To

### *Sifter searches for*

References to the Export Administration Regulations (EAR), a set of US Commerce Department regulations governing exportation, re-exportation, and transfer of goods.

### *Examples*

- I. Labor, shipping and other costs are not included, however is inclusive of labor for obtaining the clearance and permission under EAR or related export regulations for delivery of [\*\*\*] and [Company] at other than the [Company] flight test location.
- II. Section 4.22(b) of the Company Disclosure Schedule sets forth the true, complete and accurate export and import control classifications applicable to the Company and the Company Products , in the case of exports, other than those considered EAR99 and, in the case of imports, for the Company 's entries in the last three (3) years.

## **Export Control, References To**

### *Sifter searches for*

Provisions relating to export control.

### *Examples*

- I. Customer shall comply with all governmental laws... regarding export control.
- II. The Parties agree to inform each other about any export or re-export restrictions and regulations...

## **Facilities: Definition**

### *Sifter searches for*

The definition of the defined term "Facilities" and variants.

### *Example*

- I. For purposes of this Lease, the term “Facilities” means any and all devices generally used by Landlord to provide Building space or deliver services to Landlord’s other customers.

## **Failure to Enforce Not a Waiver**

### *Sifter searches for*

A provision limiting what constitutes a waiver.

### *Examples*

- I. The failure of the Company to enforce at any time any provision of this Agreement shall in no way be construed to be a waiver of such provision or of any other provision hereof.
- II. No failure by either party to insist upon the strict performance of any covenant, agreement, term, or condition of this Ground Lease or to exercise any right or remedy arising upon the breach thereof, and no acceptance by the District of full or partial rent during the continuance of any such breach, shall constitute a waiver of any such breach of such covenant, agreement, term, or condition.
- III. No delay or omission by the Holders in exercising any such right or remedy shall operate as a waiver thereof.



## **Fair Labor Standards, Compliance With**

### ***Sifter searches for***

References to compliance with, or violation of, fair labor and overtime standards or regulations.

### ***Examples***

- I. The Supplier agrees that University may conduct interim compliance audits of University Fair Wage/Fair Work as reasonably requested, at University's sole discretion.
- II. [Company] shall immediately stop using any contractors that are found to have violated applicable laws regarding wage and hour or workplace safety, or hiring underage children.
- III. The Purchaser shall be responsible for all labour relation matters relating to the services being performed by the Purchaser and the Purchaser's other contractors on the Site and shall at all times comply with all applicable employment laws and labour welfare legislation.

## Fair Market Value, References To

### *Sifter searches for*

References to fair market value.

### *Examples*

- I. "Fair Market Value" means fair market value, as determined by agreement between all parties to a purchase and sale transaction for which determination of Fair Market Value is required (an "Appraisal Transaction"); provided that if the parties to an Appraisal Transaction cannot agree on the fair market value after 15 days, then such fair market value will be determined by an independent appraiser, accountant or investment bank knowledgeable in the Company's field of business (the "Appraiser") acceptable to all such parties.
- II. If Common Stock is publicly traded, then the "Fair Market Value" per share shall be determined as follows:
- III. The price for the Default Shares (Default Price) is [50]% of Fair Market Value.

## Family Educational Rights and Privacy Act, References To

### *Sifter searches for*

References to this statute.

### *Example*

- I. The [Vendor] acknowledges that certain information about the University's students is contained in records hosted, accessed, and/or maintained by the [Vendor] in connection with this Agreement and that this information can be confidential by reason of the Family and Educational Rights and Privacy Act of 1974 (20 U.S. C. 1232g) and related University policies unless valid consent is obtained from the University's students or their legal guardians.

## **Federal Acquisition Regulation**

### *Sifter searches for*

References to the Federal Acquisition Regulation (FAR).

### *Example*

- I. The inventions claimed or covered by the [Company] IP ... (c) are not otherwise subject to the provisions of the Patent and Trademark Law Amendments Act of 1980, as amended, codified at 35 U.S.C. §§ 200-212, as amended, and extended under Executive Order 12591, as well as any regulations promulgated pursuant thereto, including in 37 C.F.R. part 401 and 404 and the Federal Acquisition Regulation and its supplements.

## **Feedback: Definition**

### *Sifter searches for*

Provisions that define the term "Feedback."

### *Examples*

- I. Section 19.1 of the contract refers to Feedback and its definition
- II. "Feedback" means...

## Feedback Rights

### *Sifter searches for*

Provisions referring to rights to feedback.

### ***Pattern 1: Grants License To***

#### ***Examples***

- I. To the extent that [Company Name 1] provides such Feedback, [Company Name 1] hereby grants to [Company Name 2] a [\*\*\*] right and license, under all of [\*\*\*] in or relating to the Feedback, for [\*\*\*] and to [\*\*\*].
- II. Customer, and each User (to the extent Customer has such right), hereby grants Instructure an irrevocable, royalty-free perpetual license to use all feedback and suggestions regarding the Service.

### ***Pattern 2: Property Of***

#### ***Examples***

- I. You agree that any feedback or ideas you provide to us regarding any Licensed Technology or any suggested improvements thereto (together: the Feedback) will be the exclusive property of [Company].
- II. Feedback, if any, will be the property of the [Company] and may be freely used by [Company] in [Company]'s business.

## Feedback Rights

### *Pattern 3: Assigns*

#### *Examples*

- I. Licensee hereby assigns to Licensor on Licensee's behalf, and on behalf of its employees, contractors and/or agents, all right, title, and interest in, and Licensor is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although Licensor is not required to use any Feedback.
- II. For any feedback or suggestions provided by [Company Name 1] to [Company Name 2] or any of its affiliates regarding any [Company Name 2] Property, including any modification to any source code that [Company Name 2] makes available to [Company Name 1] (Feedback), [Company Name 1] hereby assigns to [Company Name 2] all of [Company Name 1]'s right, title, and interest in and to the Feedback, including all intellectual property and proprietary rights. Accordingly, Feedback is also [Company Name 2] Property.

### *Pattern 4: Has Discretion*

#### *Examples*

- I. If you give us feedback about the Software, you give us, without charge, the right to use, share, and commercialize your feedback in any way and for any purpose.
- II. If Licensee or any of its employees or contractors sends or transmits any communications or materials to Licensor by mail, email, telephone, or otherwise, suggesting or recommending changes to the Software or Documentation, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("Feedback"), Licensor is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback.

## **Fees: Administrative Fees, References To**

### *Sifter searches for*

References to administrative fees.

### *Examples*

- I. Seller will pay an administrative fee of [X]% calculated off of customer purchases valued at acquisition cost, to cover the costs of sending sales trace data, rebate processing, contract administration, operations management, master merchandise file costs and other costs to administer the procurement of inventory and other associated processes.
- II. The Borrower hereby agrees to pay to the Administrative Agent an administrative fee of \$[X] per each Competitive Bid Quote Request transmitted by the Borrower to the Administrative Agent.



## **Fees: Finder's Fees, References To**

### *Sifter searches for*

References to a finder's fee or enrollment bonus.

### *Examples*

- I. Buyer shall pay, and hold Sellers and their Affiliates harmless against, any liability, loss or expense (including reasonable attorneys fees and out of pocket expenses) arising in connection with any such claim, brokerage commission, finders fee or special bonus or other similar compensation, including Buyer Employee Transaction Bonuses.
- II. Except as set forth on Section [X] of the Company Disclosure Schedule, neither the Company nor any Person acting on behalf of the Company has incurred any liability for brokerage or finders' fees or agents' commissions or other similar payment in connection with any of the transactions contemplated by this Agreement.
- III. Ancillary Income means all income derived from the Mortgage Loans (other than payments of principal and interest on the Mortgage Loans), including any Float Benefit, insufficient fund fees, conversion fees, satisfaction fees, optional insurance administrative fees, assumption fees, escrow account benefits, reinstatement fees, customary real estate referral fees, release fees, late payment fees and all other incidental fees and charges received by the Servicer directly from or on behalf of the Mortgagor in accordance with Applicable Requirements, but excluding Servicing Fees.

## **Fees: Membership Fees, References To**

### *Sifter searches for*

References to membership fees.

### *Examples*

- I. No Group Company or any other member of the Seller's Group is a member of any joint venture, consortium, partnership or other unincorporated association, in relation to the Business, (other than a recognized trade association in relation to which such member of the Seller's Group has no Liability or obligation except for the payment of annual subscription or membership fees).
  
- II. The following expenses are considered non-reimbursable: Airline club membership fees, dues, or upgrade coupon Meals not consistent with [Company] employee policy Annual credit card fees Barber/Hairstylist/Beautician Expenses Car rental additional fees associated with high-speed toll access programs Car Washes Entertainment expenses Health Club and Fitness facilities Hotel Safe rental Upgrades on airline fees Excessive tips, i.e., in excess of 15% of cost of meal or services, excluding tax PC, cell phone, and other vendor support expenses Meals not directly required to do business on the [Company] account (e.g. vendors cannot voucher lunch with each other simply to talk about [Company]) In-flight drinks Magazines newspapers Personal entertainment Expenses associated with spouses or other travel companions Office expenses of vendors Surcharges for providing fast service not related to delivery charges such as Fedex, UPS, etc.).

## **Fees: Processing Fees, References To**

### *Sifter searches for*

References to processing fees.

### *Examples*

- I. In the event Merchant initiates a refund by which a Transaction amount is reversed and sent back to the sender of funds, [Company] shall collect the refund fees either from the Merchant reserve if the Merchant has a reserve with [Company] or deduct the refund processing fees from future settlements.
- II. Merchant will pay Processing Fees in the amount specified in the FEE SCHEDULE attached to the Application or as otherwise provided for in this Agreement as amended from time to time.
- III. You acknowledge that your PSP will deduct from the Settlement Amount any amount payable by you to the PSP in connection with the relevant Purchase in respect of fees, including without limitation interchange fees, acquiring fees and other relevant scheme fees related to your receipt of the Settlement Amount via your PSP (collectively “Processing Fees”).

**Fees: Rebate Fees, References To**

*Sifter searches for*

References to rebate fees.

**Examples**

- I. Rebate Fee means an agreed amount required to be paid by Agent for the account of a Lending Fund to a Borrower in respect of each Loan of the Lending Fund's Securities as to which the Borrower has furnished cash as Collateral.
- II. Childcare Benefit and Childcare Rebate Fee reductions are paid directly to services and will be itemised on the family account on the next available invoice.
- III. "Rebate fee" or "rebate charge" means the fee to be collected from non-installers for connection to a rebate sewage facility.

**Fees: Service Fees, References To**

*Sifter searches for*

References to service fees.

**Examples**

- I. Service Fee reductions are paid directly to services and will be itemized on the account on the next available invoice.
- II. “Service fee” means the price the Company pays as remuneration for rights or services, including overhead, wages, costs, and markup.

## **Fiduciary Duty: No Fiduciary Duty**

### ***Sifter searches for***

A provision to the effect that a party isn't acting as a fiduciary or that performance under the contract won't constitute breach of a fiduciary relationship.

### ***Pattern 1: Fiduciary***

#### ***Example***

- I. Notwithstanding anything to the contrary contained herein, the Ongoing Services provided by the Service Providers will not include any services that require registered broker/dealer, investment adviser or other governmental licenses, authorizations or approvals, and the Service Providers and their Affiliates and representatives are not fiduciaries nor subject to any fiduciary duties to the [Company] by virtue of this Agreement and the services or advice provided hereunder.
- II. In carrying out the provisions hereof, neither party hereto shall be a fiduciary (as defined in Section 3(21) of ERISA) with respect to any employee benefit plan, program or arrangement maintained by or on behalf of the other party.

### ***Pattern 2: Duty***

#### ***Example***

- I. This Agreement is not intended to create a fiduciary relationship between the parties and neither the Advisor nor any of the Advisor's officers, directors or personnel will owe any fiduciary duty to the Company or any other person in connection with any of the matters contemplated by this Agreement.

### ***Pattern 3: Relationship***

#### ***Example***

- I. Nothing contained in this Agreement shall be construed as creating any agency, partnership, franchise, business opportunity, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

## **Fiduciary Duty: References To**

### *Sifter searches for*

References to a fiduciary obligation.

### *Examples*

- I. Neither the Administrative Agent nor any Lender shall have any fiduciary responsibilities to the Borrowers.
- II. Without limiting the foregoing, none of such Lenders shall have or be deemed to have a fiduciary relationship with any Lender.
- III. Nothing in this Section or in any other provision of this Agreement limits, supersedes or restricts any other duties or obligations that Executive may have under any other agreement, plan or policy or under applicable law, including without limitation any fiduciary duty of loyalty or care to the Company and its Affiliates.

## Filing Patent Applications

### *Sifter searches for*

A provision requiring or permitting a party to file patent applications.

### *Examples*

- I. The University may elect to file and prosecute a patent application on any University Invention described in any such invention disclosure.
- II. UNIVERSITY also will, at the SPONSOR's request and expense, file patent applications in the United States for UNIVERSITY or Joint Inventions. SPONSOR will make any such request to UNIVERSITY in writing within 60 days of UNIVERSITY's notice of Invention disclosure or such period of time as the parties shall mutually agree.
- III. Upon receipt of Disclosure, Sponsor may request that [University] pursue IP Protections in any country at Sponsor's expense in accordance with Section 7.3 below.



## Financial Statements, Requesting or Providing

### *Sifter searches for*

References to requesting or providing financial statements or related documents.

### *Examples*

- I. Seller agrees to provide to Buyer, within thirty (30) days of Buyer's written request, copies of Seller's audited financial statements covering the two years prior to such request, as may be requested and by Buyer's written request.
- II. Upon request by Franchisee, [Company] will make available to Franchisee, no later than ninety (90) days after the end of each fiscal year of [Company], an unaudited financial statement for the Advertising Fund that shows how amounts in the Advertising Fund have been spent during the prior year.
- III. Any Subsidiary so designated as an Immaterial Subsidiary that fails to meet the foregoing as of the last day of any such four consecutive fiscal quarter period shall continue to be deemed an Immaterial Subsidiary hereunder until the date that is 60 days following the delivery of annual or quarterly financial statements pursuant to subsection [x] with respect to the last quarter of such four consecutive fiscal quarter period.

## Introducing the Force Majeure Sifters

If you're searching for all references to Force Majeure, use **Force Majeure: References To**.

If you're searching for any force majeure provisions, including ones that don't use the phrase "force majeure," use **Force Majeure: References To**.

**Force Majeure: References To** is also the "parent" of these twelve "child" Sifters, which look for subtopics:

**Force Majeure: Carveouts** searches for references to events that are (1) excluded from the scope of force majeure events list or (2) excluded from force majeure protection.

**Force Majeure: Causation** searches for the various ways of saying that the circumstances of a force majeure event must not be in the control of the party in question.

**Force Majeure: Definition** searches for the definition of the defined term "Force Majeure" and variants.

**Force Majeure: Disaster** searches for a reference to a disaster constituting a force majeure event.

**Force Majeure: Epidemic** searches for a reference to an epidemic constituting a force majeure event.

**Force Majeure: Failure to Perform** searches for provisions that refer to a force majeure event resulting in failure to perform.

**Force Majeure: Government Action** searches for a reference to government action constituting a force majeure event.

**Force Majeure: List of Examples** searches for a list of examples of the kind of events falling within the scope of force majeure provisions.

**Force Majeure: Notifying the Other Party** searches for provisions relating to a party that has experienced a force majeure event notifying the other party of occurrence or cessation of that force majeure event or details of related performance.

**Force Majeure: Termination** searches for a provision permitting a party to terminate if performance is prevented by an event of force majeure for more than a specified period.

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## LEGALSIFTER REVIEW and LEGALSIFTER ORGANIZE

**Force Majeure: Using Reasonable Efforts to Resume Performance** searches for the use of "efforts" standards in force majeure provisions.

**Force Majeure: Whether Foreseeability Matters** searches for references to foreseeability in force majeure provisions.

To avoid double-flagging, when using the parent Sifter, **Force Majeure: References To**, switch off any of the child Sifters. Conversely, when using one (or more) of the child Sifters, switch off the parent Sifter.

If you're interested in just what one or more of the child Sifters look for, make sure **Force Majeure: References To** is switched off when you use one or more of the child Sifters. But if you're interested in being alerted to any force majeure provisions as well as being alerted to specific kinds of force majeure provisions, keep the parent switched on too.

## Force Majeure: Carveouts

### *Sifter searches for*

References to events that are (1) excluded from the scope of force majeure events list or (2) excluded from force majeure protection.

### ***Pattern 1: Force Majeure List Exclusions***

#### ***Examples***

- I. Neither Party shall lose any rights hereunder or be liable to the other party for damages or losses (except for payment obligations) on account of failure of performance by the defaulting party to the extent such the failure is occasioned by war, strike, fire, Act of God, earthquake, flood, lockout, embargo, governmental acts or orders or restrictions (except if imposed due to or resulting from the party's violation of law or regulations), failure of suppliers, or any other reason where failure to perform is beyond the reasonable control and not caused by the negligence, intentional conduct or misconduct of the non performing party.
- II. For clarity, a failure to obtain funding shall not constitute a force majeure event.

### ***Pattern 2: Exclusions from What Force Majeure Excuses***

#### ***Examples***

- I. Neither party will be liable for performance delays nor for non-performance due to causes beyond its reasonable control, except for payment obligations.
- II. Neither Party shall be responsible or liable for any delay or failure in its performance under this Agreement (except for payment obligations) due solely to conditions or events of Force Majeure, provided that:

## **Force Majeure: Causation**

### *Sifter searches for*

The various ways of saying that the circumstances of a force majeure event must not be in the control of the party in question.

### *Examples*

- I. For purposes of this agreement, “Force Majeure Event” means, with respect to a party, any event or circumstance, whether or not foreseeable, that was not caused by that party [(other than a strike or other labor unrest that affects only that party, an increase in prices or other change in general economic conditions, a Change in Law, or an event or circumstance that results in that party’s not having sufficient funds to comply with an obligation to pay money)] and any consequences of that event or circumstance.
- II. Neither Party will be responsible for any failure or delay in the performance of all or any part of this Agreement caused by force majeure, including, without limitation, acts of God and nature, intervention of government, war or threat of war, conditions similar to war, acts of terrorism, sanctions, blockades, embargoes, strikes, lockouts, or other similar causes or circumstances which cannot reasonably be prevented by the Party the performance of which is delayed (“Force Majeure”).

## **Force Majeure: Definition**

### *Sifter searches for*

The defined term “Force Majeure” and variants.

### *Example*

- I. An "act of God" or "force majeure" is defined for purposes of this Lease as strikes, lockouts, sit downs, material or labor restrictions by any governmental authority, unusual transportation delays, riots, floods, washouts, explosions, earthquakes, firestorms, weather (including wet grounds or inclement weather which prevents construction), acts of the public enemy, wars, insurrections and any other cause not reasonably within the control of a party and which by the exercise of due diligence a party is unable, wholly or in part, to prevent or overcome.

## **Force Majeure: Disaster**

### *Sifter searches for*

A reference to a disaster constituting a force majeure event.

### *Example*

- I. Neither party shall be liable for any unforeseeable delays or failures to perform its obligations hereunder due to circumstances beyond its control, including, but limited to: (i) explosion and fire; (ii) flood, earthquake, storm or other natural calamity or act of God; (iii) strike or other labor dispute; (iv) war, insurrection or riot; and (v) acts of or failure to act by any governmental authority.

## **Force Majeure: Epidemic**

### *Sifter searches for*

A reference to an epidemic constituting a force majeure event.

### *Examples*

- I. Force Majeure Event means an event beyond a party's reasonable control that prevents such party from performing its obligations hereunder, including natural disasters, unavailability of materials, conditions arising out of or attributable to war, rebellion or acts of terrorism, epidemics, strikes, labor disturbances and lockouts (other than strikes and labor disturbances that result from violation of agreements with employees, or lockouts that are in violation of such agreements, by the party claiming such Force Majeure Event, or its Affiliates).



## Force Majeure: Failure to Perform

### *Sifter searches for*

Provisions that refer to a force majeure event resulting in failure to perform.

### *Examples*

- I. If either party fails to fulfill its obligations hereunder (other than an obligation for the payment of money), when such failure is due to an act of God, or other circumstances beyond its reasonable control, including but not limited to fire, flood, civil commotion, riot, war (declared and undeclared), revolution, or embargoes, then said failure shall be excused for the duration of such event and for such a time thereafter as is reasonable to enable the parties to resume performance under this Agreement, provided however, that in no event shall such time extend for a period of more than one hundred eighty (180) days.
- II. No Provider (nor any Person acting on its behalf) shall have any liability or responsibility for failure to fulfill any obligation under this Agreement so long as and to the extent to which the fulfillment of such obligation is prevented, frustrated, hindered or delayed as a consequence of circumstances of Force Majeure; provided, that (i) the Provider (or such Person) shall have exercised commercially reasonable efforts to minimize the effect of Force Majeure on its obligations; and (ii) the nature, quality and standard of care that the Provider shall provide in delivering a Service after a Force Majeure shall be substantially the same as the nature, quality and standard of care that the Provider provides to its Affiliates and its other business components with respect to such Service.
- III. In the event of a Force Majeure Event, the Parties shall be excused from further performance of the obligation(s) for as long as such Force Majeure Event prevails and the Parties continue to use commercially reasonable efforts to re-commence performance to the extent possible.

## **Force Majeure: Government Action**

### *Sifter searches for*

A reference to government action constituting a force majeure event.

### *Examples*

- I. Neither party shall be liable for any damage, cost or loss of profit of the other party or any delay or failure in delivery or for any failure to perform caused by a force beyond its control, including, but not limited to, an act of God, action or failure to act of any government or governmental board, commission department, bureau or authority, confiscation, war, insurrection, invasion, quarantine restrictions, riot, sabotage, acts of the public enemy, flood, fire, explosion, epidemic, landslide, lightning, earthquake, storm, accident, strike, lockout, work slowdown, work stoppage, differences with workers, embargo, power failure or shortage and any delay or failure (other than a delay or failure caused by the negligence or deliberate act or inaction of a party hereto) of supplies, equipment, labour or transportation.

## Force Majeure: List of Examples

### *Sifter searches for*

A list of examples of the kind of events falling within the scope of force majeure provisions.

### *Examples*

- I. Failure or delay is caused by or results from acts beyond the impacted parties ("Impacted Party") [reasonable] control, including, without limitation, the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; [(h) strikes, labor stoppages or slowdowns or other industrial disturbances;] and [(i) shortage of adequate power or transportation facilities].
  
- II. Failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order or law; (e) actions, embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; [and] (g) national or regional emergency; [and] [(h) strikes, labor stoppages or slowdowns, or other industrial disturbances[; and]] [(i) shortage of adequate power or transportation facilities].

## **Force Majeure: Notifying the Other Party**

### ***Sifter searches for***

Provisions relating to a party that has experienced a force majeure event notifying the other party of occurrence or cessation of that force majeure event or details of related performance.

### ***Examples***

- I. In the event that either Party is prevented from performing or is unable to perform any of its obligations under this Agreement due to any act of God, fire, casualty, flood, war, strike, lockout, failure of public utilities, government regulation or the like, such Party shall give notice to the other Party in writing promptly, and thereupon the affected Party's performance shall be excused and the time for performance shall be extended for the period of delay or inability to perform due to such occurrence.
- II. Each Party will be excused from the performance of its obligations under this Agreement to the extent that such performance is prevented by force majeure (defined below) and the nonperforming Party promptly provides notice of the prevention to the other Party.
- III. If a Force Majeure Event occurs, the noncomplying party shall promptly notify the other party of occurrence of that Force Majeure Event, its effect on performance, and how long the noncomplying party expects it to last.

## Force Majeure: References To

### *Sifter searches for*

Force majeure provisions, including ones that don't use the phrase "force majeure."

### *Examples*

- I. If a Party is not able to perform due to such force majeure event within ninety (90) days after such event, the other Party may terminate this Agreement
- II. Each Party will be excused from the performance of its obligations under this Agreement to the extent that such performance is prevented by force majeure (defined below) and the nonperforming Party promptly provides notice of the prevention to the other Party.
- III. Failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order or law; (e) actions, embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; [and] (g) national or regional emergency; [and] [(h) strikes, labor stoppages or slowdowns, or other industrial disturbances[; and]] [(i) shortage of adequate power or transportation facilities].

## Force Majeure: Termination

### *Sifter searches for*

A provision permitting a party to terminate if performance is prevented by an event of force majeure for more than a specified period.

### *Examples*

- I. If a Party is not able to perform due to such force majeure event within ninety (90) days after such event, the other Party may terminate this Agreement
- II. The other Party will have no right to demand indemnity for damage or assert a breach against such Party, provided, however, that if the event of Force Majeure preventing performance shall continue for more than six (6) months and such underlying cause would not also prevent other parties from performing such obligations, then the Party not subject to the event of Force Majeure may terminate this Agreement with a written notice to the other without any liability hereunder, except the obligation to make payments due to such date.
- III. Service Provider shall not be liable for the nonperformance or delay in performance of its obligations under this Agreement to the extent such failure is due to such a force majeure event, provided that if Service Provider fails to perform any Service for fifteen (15) days or more, then Recipient shall have the right to promptly terminate its receipt of such Service upon notice to Service Provider.

## **Force Majeure: Using Reasonable Efforts to Resume Performance**

### *Sifter searches for*

Use of "efforts" standards in force majeure provisions.

### *Examples*

- I. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized.
- II. The affected Party shall promptly undertake all reasonable efforts necessary to cure such force majeure circumstances.

## **Force Majeure: Whether Foreseeability Matters**

### *Sifter searches for*

References to foreseeability in force majeure provisions.

### *Examples*

- I. For purposes of this Agreement, a Force Majeure Event shall mean the occurrence of unforeseen circumstances beyond a Party's control and without such Party's negligence or intentional misconduct, including, but not limited to, any act by any governmental authority, act of war, natural disaster, strike, boycott, embargo, shortage, riot, lockout, labor dispute, civil commotion.
- II. "Force Majeure Event" means the occurrence of: ...(g) other unforeseeable circumstances beyond the control of the Parties against which it would have been unreasonable for the affected party to take precautions and which the affected party cannot avoid even by using its best efforts.



## Forecast, Providing

### *Sifter searches for*

References to a party being required or not required to provide, or a party providing, a forecast.

### ***Pattern 1: Obligation or Discretion***

#### ***Examples***

- I. Buyer shall provide the Supplier with a quarterly written forecast, of the Buyer's monthly anticipated requirements of the Items over the next quarter from the date of the forecast.
- II. From time-to-time, Buyer shall provide Supplier with Forecasts.

### ***Pattern 2: Set Forth***

#### ***Examples***

- I. The first such Forecast is set forth in Exhibit B.
- II. The initial forecast for the Products will be a 24-month non-binding forecast of demand for each Product after the Effective Date for capacity planning purposes, and is attached as Exhibit D.

## Foreign Exchange Risk

### *Sifter searches for*

Provisions that provide for adjustments on change in an exchange rate.

### ***Pattern 1: Fluctuation***

#### ***Examples***

- I. Fluctuations in the actual exchange rate will only result in price adjustments if the exchange rate moves outside of [\*\*\*] USD/€ from the Established Exchange Rate (the “Exchange Rate Tolerance”) within which both Parties accept a certain degree of risk.
- II. At each Quarterly Business Review, subject to the Parties’ written agreement, value add adjustments shall be made if the foreign exchange rate between RMB and USD has fluctuated by more than # percent in the preceding twelve (12) months, using an initial baseline exchange rate as of the Effective Date.

### ***Pattern 2: Adjustment***

#### ***Examples***

- I. To the extent that the foreign exchange rate varies from the USD-to-CAD rate published by Bank as of the Effective Time, Emergent shall adjust the pricing on Schedule A and E for the next calendar quarter in accordance with the Foreign Exchange Adjustment Schedule included on Schedule A.
- II. The forecast for the [\*\*\*] following the Effective Date shall serve as the baseline for the Working Capital Cap, which cap shall be adjusted upwards or downwards on each anniversary of the Effective Date based on (i) changes in foreign exchange rates and (ii) the change between the baseline forecast and the current forecast.

## Freedom From Defects

### *Sifter searches for*

References to works as being free from defects.

### *Examples*

- I. [Company] shall deliver Goods that are free from defects.
- II. Sellers warrant that defects in material and workmanship will be absent for one (1) year from date of purchase.

## Further Assurances

### *Sifter Searches for*

A provision requiring the parties to take any additional actions reasonably required to affect the terms of the agreement.

### *Examples*

- I. The parties agree to execute such further documents and instruments and to take such further actions as may be reasonably necessary to carry out the purposes and intent of this Agreement.
- II. [At the Assignee's expense, each OR Each] party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, [promptly] execute such documents and perform such acts as may [reasonably] be required for the purpose of giving full effect to this Agreement
- III. After the Closing, at the request of either party, the other party shall execute, acknowledge and deliver, without further consideration, all such further assignments, conveyances, endorsements, deeds, powers of attorney, consents and other documents and take such other action as may be reasonably requested to consummate the transactions contemplated by this Agreement.

## GDPR: Assistance with Compliance

### *Sifter searches for*

Provisions stating that a personal-data processor is required to help a controller ensure compliance with obligations stated in GDPR articles 32 to 36.

### *Examples*

- I. Upon Customer's request, [Company] shall provide Customer with reasonable cooperation and assistance needed to fulfil Customer's obligation under the GDPR to carry out a data protection impact assessment related to Customer's use of the Services, to the extent Customer does not otherwise have access to the relevant information, and to the extent such information is available to [Company].
- II. Processor shall provide reasonable assistance to the Client with any data protection impact assessment which the Client is required to undertake in order to Comply with Articles 35 and 36 of the GDPR, in each case solely in relation to the processing of Personal Data and taking into account the nature of the processing and information available to Processor and shall make available to Client on request such information as is reasonably necessary to demonstrate its compliance with this DPA and shall reasonably allow for and contribute to audits, including inspections, conducted by the Client or another auditor mandated by the Client and approved by Processor for the purpose of demonstrating compliance by Processor with its obligations under Data Protection Laws in respect of the Personal Data.
- III. [Company] will provide you with additional information— and will allow and contribute to audits, including inspections— reasonably necessary to demonstrate compliance with Data Protection Laws and Regulations.
- IV. 1.3 The Contractor shall provide all reasonable assistance to the Customer in the preparation of any Data Protection Impact Assessment prior to commencing any processing.

## GDPR: Assistance with Data Subject Rights

### *Sifter searches for*

Provisions stating that a personal-data processor is required to help a controller respond to requests from data subjects seeking to exercise their rights.

### *Examples*

- I. Taking into account the nature of the Processing, [Company] shall assist Customer by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of Customer's obligation to respond to a Data Subject Request under Data Protection Laws and Regulations.
- II. Controller shall be solely responsible for compliance with any statutory obligations concerning requests to exercise Data Subject rights under Data Protection Laws (e.g., for access, rectification, deletion of Controller Personal Data, etc.). Taking into account the nature of the Processing, Processor shall reasonably endeavour to assist Controller insofar as feasible, to fulfil Controller's said obligations with respect to such Data Subject requests, as applicable, at Controller's sole expense.

## GDPR: Auditing

### *Sifter searches for*

Provisions relating to the processor making available to the controller information related to demonstrating compliance with GDPR. GDPR article 28(3) says, "That contract or other legal act shall stipulate, in particular, that the processor: ... makes available to the controller all information necessary to demonstrate compliance with the obligations laid down in this Article and allow for and contribute to audits, including inspections, conducted by the controller or another auditor mandated by the controller."

### ***Pattern 1: Obligation to Provide Information***

#### ***Examples***

- I. (The Processor must) upon reasonable request with not less than 4 weeks' notice, and provided that the Customer shall not make more than one request in any rolling 12 month period, make available to the Customer all information necessary to demonstrate compliance with the obligations set out in this clause [2] and allow for and contribute to audits, including inspections, conducted by or on behalf of the Customer.
- II. [Company] agrees to maintain records of its security standards and, upon written request by Customer, [Company] shall make available all relevant information necessary to demonstrate compliance with this DPA.

### ***Pattern 2: Discretion to Inspect Information***

#### ***Examples***

- I. [Company] has the right to carry out inspections or to have them carried out by an auditor (each an Auditing Party) to be designated in each individual case.
- II. Client may audit [Company]'s compliance with its obligations under this Data Processing Addendum up to once per year.

## GDPR: Auditing

### *Pattern 3: Obligation to Audit or Permit Audit*

#### *Example*

- I. 7.2 The Processor shall perform a periodic audit as referred to in Clause 7.1 at least once every two years.

### *Pattern 4: Obligation to Audit Subprocessor*

#### *Examples*

- I. Client may request that [Company] audit a Third Party Sub-processor or provide confirmation that such an audit has occurred (or, where available, obtain or assist Client in obtaining a third-party audit report concerning the Third Party Sub-processor's operations) to verify compliance with such obligations.
- II. [Company] shall audit all Sub-processors to verify compliance with such obligations.



## **GDPR: Categories of Data Subjects**

### ***Sifter searches for***

Provisions that specify the categories of data subjects whose personal information is to be processed or where those categories are described.

### ***Pattern 1: Describing Categories***

#### ***Examples***

- I. The Personal Information to be Processed by the Data Recipient in relation to this Agreement may include, but is not limited to, Personal Information relating to the following categories of Data Subjects: employees, directors, freelancers and contractors of Data Provider; agents of Data Provider; advisors of Data Provider; and candidates.
- II. The categories of Data Subject to whom the Controller Personal Data relates to are as follows: Controller's personnel and natural persons Data Subjects who are end users of the Controller's mobile application services.

### ***Pattern 2: Where Categories Are Described***

#### ***Examples***

- I. The categories of personal data to be processed by the Service Provider, categories of data subjects whose personal data will be processed, and the nature and purpose of processing activities to be performed under this agreement is set out in Schedule 21 (Data Processing and Transfer) of this Agreement.
- II. The types of Personal Data and categories of Data Subjects Processed under this DPA are set forth in Appendix A attached hereto.

## GDPR: Categories of Personal Data

### *Sifter searches for*

Provisions that specify the categories of personal data to be processed or where those categories can be found.

### ***Pattern 1: Describing Categories***

#### ***Examples***

- I. The types of personal data may include the following: (i) marketing and services related Personal Data provided to current and potential customers including identification details such as name, email address, phone number, title, position; and (ii) HR related data including identification details such as national identity, place of birth, passport information, job title, job history, resume details.
- II. Data categories: Personal data contained within: employee records relating to the [Company]'s employees (including dependents, partners and issue), consultants, temporary workers; and the insurance policy records relating to the [Company]'s end customers (including insured, beneficiaries, claimants and third parties), such as, for example: names, addresses, dates of birth, national identity numbers and health conditions.

### ***Pattern 2: Description Follows***

#### ***Examples***

- I. In providing services for Partners and/or Partner's Clients, [Company] may process one or more of the following categories of data:
- II. The Subject Matter of the processing of personal data comprises the following data types/categories:

## **GDPR: Categories of Personal Data**

### ***Pattern 3: Where Categories are Described***

#### ***Examples***

- I. Only the categories of Personal Data specified in Appendix A can be processed for the delivery of the Service.
- II. The categories and types of Personal Data processed by the Data Processor on behalf of the Data Controller are listed in sub-appendix A.

### ***Pattern 4: Definition Including Categories***

#### ***Examples***

- I. "Services" means the services provided by the Processor to the Controller commissioned by and on behalf of the Controller and encompassing the categories of Personal Information, the data subjects, and the activities described in clause 2.
- II. Customer Data means data (which may include personal data and the categories of data referred to in Appendix 1) submitted, stored, sent or received via the Services by Customer, its Affiliates or End Users.

## **GDPR: Compliance with Law**

### ***Sifter searches for***

Provisions that relate to compliance with law or breach of law in processing data.

### ***Pattern 1: Compliance***

#### ***Examples***

- I. Controller shall be solely responsible for compliance with any statutory obligations concerning requests to exercise Data Subject rights under Data Protection Laws (e.g., for access, rectification, deletion of Controller Personal Data, etc.).
- II. You and us have agreed to implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, complying with Article 32 of GDPR.

### ***Pattern 2: Breach***

#### ***Examples***

- I. The Processor shall promptly inform the Controller, if in the Processor's opinion, any of the instructions regarding the processing of Personal Data provided by the Controller, breach any applicable data protection laws.
- II. The Data Processor will inform the Data Controller of any instruction that it deems to be in violation of Applicable Law and will not execute the instructions until they have been confirmed or modified.

## GDPR: Duration of Data Processing

### *Sifter searches for*

Provisions that refer to the duration of data processing.

### ***Pattern 1: Reference to Another Provision/Section***

#### ***Examples***

- I. The subject and the duration of the order data processing, and the scope, nature and purpose of the proposed acquisition, processing or use of data are set out in the Service Agreement
- II. the Data Processing Table below (as completed at the time of entry into the Agreement) appropriately describes the scope, nature, duration and purpose of processing of the Personal Data, the categories of data subject and the types of Personal Data to be processed as is required under the relevant Data Protection Law;

### ***Pattern 2: Stating Actual Duration***

#### ***Examples***

- I. The duration of personal data processing Your personal data shall be processed for the time necessary to serve their purpose or as case may be until the withdrawal of your consent.
- II. The duration of data processing shall be for the Term of the Subscription for the [Company] Online Services.

## **GDPR: If Controller Instructions Do Not Comply with Law**

### ***Sifter searches for***

Provisions saying that the processor must notify the controller if in the processor's opinion instructions don't comply with the law.

### ***Examples***

- I. The Processor shall promptly inform the Controller, if in the Processor's opinion, any of the instructions regarding the processing of Personal Data provided by the Controller, breach any applicable data protection laws.
- II. With respect to all Personal Data, [Company] warrants that it shall: ... upon becoming aware, inform the Customer if, in [Company]'s opinion, any instructions provided by the Customer under clause 3.1(a) infringe the GDPR;

## GDPR: Location of Processing

### *Sifter searches for*

References to where processing will take place.

### ***Pattern 1: To be Specified***

#### ***Examples***

- I. At any time upon the Receiving Party's request, the Servicing Party will make available a list of all Sub-Processors that Process or may Process Personal Data in connection with the Services. This list shall also specify all geographic locations where Processing by such enumerated Sub-Processors may take place.
- II. Where Personal Data relating to an EU Data Subject is transferred outside of the EEA it shall be processed only by entities which: (i) are located in a third country or territory recognised by the EU Commission to have an adequate level of protection; or (ii) have entered into Standard Contractual Clauses with the Processor; or (iii) have other legally recognised appropriate safeguards in place, such as the EU-US Privacy Shield or Binding Corporate Rules.

### ***Pattern 2: Specified***

#### ***Example***

- I. the Processor shall only process the Data (i) on the written instructions from [Company] (ii) only process the Data for completing the Services and (iii) only process the Data in the UK with no transfer of the Data outside of the UK (Article 28, para 3(a) GDPR);

## **GDPR: Named Subprocessors**

### *Sifter searches for*

The names of the subprocessing entities, a statement of where in the contract the names of the subprocessing entities can be found, and a reference to a list of processing entities maintained by a party.

### *Examples*

- I. The list of current sub-processors authorized by Client is provided in the Annex 1 hereof.
- II. [Company] maintains a list of Third-Party Sub-processors that may Process Company Personal Data.



## **GDPR: Not Cause Other to Breach**

### *Sifter searches for*

Provisions relating to one party not causing the other to breach a law.

### *Examples*

- I. Each Party shall not knowingly cause the other Party to breach their respective obligations the Relevant Data Protection Laws and each Party shall itself comply fully with obligations applicable to it under the Relevant Data Protection Laws, including by:
- II. The Company shall comply at all times with the Data Protection Legislation and shall not perform its obligations under this DPA or any other agreement or arrangement with [XX] in such a way as to cause [XX] to breach any of its applicable obligations under said Data Protection Legislation.

## **GDPR: Processing In Accordance with Controller Instructions**

### ***Sifter searches for***

A provision stating that a processor may process personal data only in accordance with instructions from the controller.

### ***Examples***

- I. Under this Data Processing Agreement, the Processor has the obligation to: a. process the Personal Data only on behalf of the Controller and in compliance with its instructions;
- II. The Contractor shall comply with any further written instructions with respect to processing by the Customer.

## **GDPR: Processor Deletes or Returns Personal Data**

### *Sifter searches for*

Provisions addressing what happens to personal data on termination.

### *Examples*

- I. You will ensure that any [XX] Personal Data in your possession is returned to [XX] or destroyed, each at [XX]'s election, when it is no longer required for the performance of the Services agreed, or within a reasonable time taking into consideration the type of Personal Data.
  
- II. On termination or expiry of this Agreement, for any reason, at [XX]'s election, the Retailer shall destroy all Personal Data that it has Processed on behalf of [XX] or transfer that data to [XX].

## **GDPR: Processor Demonstrates Compliance**

### ***Sifter searches for***

Provisions relating to a processor having to demonstrate compliance with the law or with the contract.

### ***Pattern 1: Demonstrate Compliance***

#### ***Examples***

- I. Upon request by a Data Controller, the Data Processor shall make available to the Data Controller all relevant information necessary to demonstrate compliance with this DPA,
- II. provide such information as is reasonably necessary to enable [XX] to satisfy itself of the Agent's compliance with this clause 19;

### ***Pattern 2: Audit***

#### ***Examples***

- I. [Company] may from time to time obtain a third-party certification or audit to ensure that its privacy practices meet or exceed applicable Data Protection Laws.
- II. permit Company, or a third-party auditor acting under Company's direction, to conduct data protection and/or security audits, assessments and inspections concerning the Provider's data protection and security procedures relating to the processing of Personal Data in accordance with Data Protection Law.

## **GDPR: Processor Is Liable for Actions of Subprocessors**

### *Sifter searches for*

Provisions that address processor liability for subprocessors.

### *Examples*

- I. In all cases, Processor shall remain fully liable to [Company] for any act or omission performed by Subprocessor or any other third party appointed by it as if they were the acts or omissions of the Processor.
- II. [Company] or the relevant [Company] Affiliate shall impose on such Sub-processors data protection terms that protect the Customer Data to the same standard provided for by this GDPR DPA and shall remain liable for any breach of the GDPR DPA caused by a Sub-processor.

## **GDPR: Processor Persons Under Confidentiality Obligation**

### ***Sifter searches for***

A provision dealing with the processor's representatives being under an obligation to keep personal data confidential.

### ***Examples***

- I. ensure that persons authorized to process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
- II. [Company] will ensure that any person it authorizes to process the Data (an “Authorized Person”) will protect the Data in accordance with[Company]’s confidentiality obligations under this Agreement.

## GDPR: Processor Security Measures

### *Sifter searches for*

Provisions that describe the security measures that are required of the processor.

### *Examples*

- I. implement appropriate technical and organizational measures to ensure a level of security appropriate to the risks that are presented by the processing of Personal Data, in particular protection against accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data.
- II. [Company] will implement and maintain technical and organizational measures to protect Customer Data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure or access as described in Appendix 2 (the “Security Measures”).

## GDPR: Purpose of Processing

### *Sifter searches for*

A provision that refers to the nature and purpose of the processing to be conducted.

### ***Pattern 1: Purpose***

#### ***Examples***

- I. The scope and duration and the detailed stipulations on the type and purpose of Contract Processing shall be governed by the Agreement.
- II. The End User (the “Controller”) appoints [Company] as a processor to Process the Personal Data that is the subject of the Agreement (the “Data”) for the purposes described in this Agreement and the Principal Agreement (or as otherwise agreed in writing by the parties) (the “Permitted Purpose”).

### ***Pattern 2: Activities***

#### ***Examples***

- I. The activities to be carried out by the Processor on behalf of the Controller will consist of the provision of employee communications Services as further described in the Arrangement.
- II. The Company shall only carry out the Services, and only process Personal Data received from [XX]:
  - 3.1.1 for the purposes of those Services and not for any other purpose;



## **GDPR: Same Obligations Imposed on Subprocessors**

### *Sifter searches for*

A provision saying that the contract between the processor and a subprocessor has to contain the same obligations as the contract between the controller and the processor.

### *Examples*

- I. The subcontract between [Company] and any Subcontractor Processing Personal Data will impose obligations on the Subcontractor that are equivalent to those set out in this Data Processing Agreement.
- II. Processor has made legally binding contractual agreements no less onerous than those contained in this Agreement on such Subcontractor;

## **GDPR: Subprocessing Authorized or Prohibited**

### *Sifter searches for*

A provision saying whether or not subprocessors may process personal data.

### ***Pattern 1: Controller Grants Authority***

#### ***Examples***

- I. You will provide a general authorisation for [Company] to engage Subcontractors, [Company] shall maintain an up-to-date list of all Subcontractors it engages to Process Personal Data.
- II. Supplier shall use subcontractors as further processors on behalf of Company only where approved in advance by Company.

### ***Pattern 2: Processor Has Discretion***

#### ***Examples***

- I. Client agrees that Processor may engage Processor's Affiliates and third party sub-processors (collectively, "sub-processors") to Process the Personal Data on Processor's behalf.
- II. Subject to the terms and restrictions specified in Sections 3.3, 7 and 7.3, Client agrees that [Company] may engage [Company] Affiliates and Third Party Sub-processors to assist in the performance of any duties or obligations Abacus is required to perform pursuant to any applicable Incorporating Documents.

**GDPR: Subprocessing Authorized or Prohibited*****Pattern 3: Obligation******Example***

- I. Subcontracting For each Customer location that lies outside of Company's normal operating service areas, Company shall use its best efforts to engage a Subcontractor that is reasonably acceptable to the Customer and capable of performing Company's duties and obligations hereunder.

***Pattern 4: Subprocessing Prohibited******Example***

- I. Supplier shall not be entitled to use subcontractors as part of Supplier's performance under the Agreement.

## GDPR: Transferring Personal Data Outside of EEA

### *Sifter searches for*

A provision that prohibits the transfer of personal data outside the European Economic Area.

### *Examples*

- I. (d) not transfer to or access any Personal Data from a country outside the European Economic Area without the prior written consent of the controller;
- II. No personal data has been transferred outside the European Economic Area and, to the extent that any such personal data has been transferred outside the European Economic Area, such transfer has been made in accordance with all relevant requirements of applicable data protection laws and regulations including the UK Data Protection Act 1998.

## **General Contractor: Definition**

### *Sifter searches for*

The definition of the defined term "General Contractor".

### *Examples*

- I. As used in this Exhibit, "General Contractor" means the general contractor selected by Tenant and approved by Landlord (which approval will not be unreasonably withheld) to serve as the general contractor to complete the Work.
- II. "General Contractor" means a party or parties under any contract with the Developer to perform the work or provide supplies for the Developer's Improvements.

## **Goods: Accepting Purchase Orders**

### *Sifter searches for*

A provision stating what constitutes acceptance of a purchase order.

### ***Pattern 1: Acceptance***

#### ***Examples***

- I. All purchase orders are subject to [Party's] written acceptance.
- II. Each Purchase Order shall be subject to acceptance in writing by [Party] within five (5) days of receipt.

### ***Pattern 2: Deemed Accepted***

#### ***Examples***

- I. Purchase orders not rejected within five (5) Business Days shall be deemed accepted.
- II. If [Party] does not reject a Purchase Order within [\*\*] Business Days after receipt thereof, such Purchaser Order shall be deemed to be accepted by [Party].

## **Goods: Accuracy of Order and Specifications**

### *Sifter searches for*

A provision saying that the customer is responsible for the accuracy of order terms and specifications.

### *Examples*

- I. The Customer is responsible for ensuring that the terms of the Order and any applicable Specification submitted by the Customer are complete and accurate.
- II. The Customer shall ensure that the terms of the Order and any information it provides in the Service Specification and the Goods Specification are complete and accurate.

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## LEGALSIFTER REVIEW and LEGALSIFTER ORGANIZE

### **Goods: Buying Only from Specified Source**

#### *Sifter searches for*

Provisions saying, in various ways, that a party may buy specified products only from a specified source, or the absence of any such restriction.

#### *Examples*

- I. Except in the event of a FAILURE TO SUPPLY (as defined in Article 3 below), Distributor agrees to purchase all of its requirements for the promotion and sale of the PRODUCT in the TERRITORY from Supplier on an exclusive basis for the entire duration of this Agreement.
- II. SUPPLIER shall purchase all Components for Products solely from suppliers listed on BUYER 's most current approved vendor list (the "AVL") as provided by BUYER to SUPPLIER as updated by BUYER from time to time.
- III. With respect to such products, Franchisee shall purchase such products only from the source or sources designated by Franchisor.
- IV. It is strictly forbidden for the Group to purchase directly or indirectly Products from other sellers, or to sell Products through sale channels other than its direct stores, during this present Agreement and beyond its termination, without Manufacturer's prior express written consent.
- V. Except as otherwise may be provided herein, Ico will be the Reseller's sole source for the Products and other related documents and information that comprise Products.
- VI. Company shall have full discretion to purchase or otherwise obtain such Product from sources other than Distributor.
- VII. Nothing in this Agreement or the course of dealings between the parties shall be construed to obligate either party to purchase any goods or services from the other party, or obligate either party to sell goods or services to the other party.



## Goods: Buying Output

### *Sifter searches for*

Provisions saying that the buyer will buy, or that the supplier will sell to the buyer, all units of an item the supplier produces, or the absence of any such obligation.

### *Examples*

- I. Buyer agrees to purchase from Supplier all Products manufactured at the Facility , and (ii) Supplier agrees to sell all of the Products to Buyer.
- II. Vendor shall sell exclusively to Buyer, and Buyer shall purchase from Vendor, the entire Output during the Term (as defined in Section 22(a)), on the terms set forth in this Agreement, except that Lco may sell ethanol to other persons as provided in Section 2(e).
- III. During the Term, the Supplier will supply all Goods exclusively to Buyer and subject to the terms of this Agreement Buyer will buy all of the Goods from the Supplier.

## Goods: Cancelling an Order

### *Sifter searches for*

Provisions referring to cancelling an order or not cancelling an order.

### ***Pattern 1: Cancelling***

#### ***Examples***

- I. OEM may reschedule or cancel any Order provided that Supplier receives written notice prior to later of: (i) date the Products with respect to such Order are shipped; or (ii) the deliver date specified on such Order.
- II. Open purchase orders for Components no longer required under any revised Specifications that were placed by [Company] with suppliers in order to fill Firm Orders will be cancelled where possible, and If the orders may not be cancelled without penalty, will be assigned to and satisfied by Client .

### ***Pattern 2: Not Cancelling***

#### ***Examples***

- I. Unless otherwise set forth in this Agreement, Purchase Orders are non-cancelable and shall be accepted by Subcontractor so long as they comply with the terms and conditions of this Agreement.
- II. Customer acknowledges that, since Product is a product made exclusively for Customer, Customer agrees to place a binding non-cancelable written purchase order for the delivery of any Product required in the first three (3) month period of the initial or any updated forecast (a "Firm Order").
- III. Once received by the Supplier, the Purchase Order is firm and may not be cancelled or modified without the Supplier's prior written consent.

## **Goods: Compliance with Labeling and Packaging Laws**

### *Sifter searches for*

Provisions related to compliance with labeling and packaging laws.

### *Examples*

- I. The Products shall be packaged and labeled by Company using Company's approved layouts unless otherwise mutually agreed, in accordance with the terms of the Quality Agreement and all applicable laws and regulations, bearing Company's trademarks, designs, design elements, labeling and labels, as Company may designate in writing from time to time in its sole discretion ("Company's Labeling")
- II. Buyer agrees to strictly comply with all such restrictions as may be set forth in the Contract or website, on the Product, in any documentation or label or otherwise provided in writing to Buyer, as well as with any applicable regulatory requirements.

## **Goods: Complying With Specifications**

### *Sifter searches for*

Provisions relating to goods complying, or not complying, with specifications.

### *Examples*

- I. [Company] acknowledges and agrees that, prior to use of the transferred Compound for preclinical and clinical work, [Company] shall conduct stability testing and testing to determine whether such Compound meets the Specifications, at [Company]'s own expense.
- II. Producer shall cause its Gas to meet the quality specifications contained in this Article VI and ensure that the Gas is free of fluids and solids that could accumulate in Processor's pipelines and impede the free flow of Gas.

## Goods: Complying With Standards

### *Sifter searches for*

Provisions relating to consumer goods complying or not complying with industry standards.

### *Examples*

- I. Licensee agrees that the nature of the Goods and Services provided by Licensee in association with the Property shall conform to the reasonable standards now in place or reasonably adopted.
- II. Supplier represents, warrants and covenants that the Goods and/or Services shall be rendered with promptness and diligence and shall be executed in a workmanlike manner by competent personnel, in accordance with the prevailing industry standards.
- III. If the Products supplied do not meet the Product specifications and standards set forth or referenced herein, or otherwise fail to comply with the terms and conditions of this Agreement, DISTRIBUTOR shall within [\*\*\*] from receipt of the Product notify SUPPLIER of such non-compliance, including a description thereof in accordance with the provisions set forth in ANNEX E.

## **Goods: Delivery Location**

### *Sifter searches for*

Provisions saying where goods are to be delivered.

### ***Pattern 1: Delivery Location***

This pattern looks for language that is about a delivery with language about delivery location.

### ***Examples***

- I. Seller shall deliver the quantities set forth under items 1 and 2 above to Buyers account at the Company.
  
- II. The Point of Delivery shall be Buyer's Facility.

## Goods: Excluding CISG

### *Sifter searches for*

Provisions that contain the term “Convention on Contracts for the International Sale of Goods,” “Convention on the International Sale of Goods,” “Convention on Contracts for the International Sales of Goods,” “Convention on the International Sales of Goods,” or “CISG.”

### *Examples*

- I. With respect to transactions to which the 1980 United Nations Convention on Contracts for the International Sale of Goods (CISG) would otherwise apply, the rights and obligations of the Parties under the Agreement shall not be governed by the provisions of the CISG.
- II. In accordance with Article 7 thereof, the parties hereto agree that the rights and obligations of each party under this Agreement shall not be governed by any of the provisions of the United Nations Convention on Contracts for the International Sale of Goods.
- III. The United Nations Convention on Contracts for the International Sale of Goods will not apply to the Agreement.

## **Goods: Failure to Buy Minimum Quantity**

### *Sifter searches for*

References to failure to deliver, or deliver on time, goods, documents, financial instruments, or something else.

### ***Pattern 1: Failure***

#### ***Examples***

- I. If Buyer fails to submit sufficient orders to meet the minimum requirements in the then current Purchasing Year and such failure is not excused by a Supplier Default, Buyer shall pre-purchase additional stock of the Products, in order to meet its agreed upon minimum requirements.
- II. If Buyer fails to purchase at least 90% of the quantities of goods contained in its request for quote/proposal, Buyer agrees that the pricing on the goods delivered to Buyer shall be adjusted retroactively to reflect the impact of lower volume on material pricing, labor efficiencies and other costs and expenses of Seller.

### ***Pattern 2: Less***

#### ***Examples***

- III. In the event Buyer purchases less than the Purchase Requirement during the Term, then the following conditions shall apply:
- IV. In the event that COMPANY purchases in any year less than the minimum order quantity for that year, COMPANY may apply purchases in excess of the minimum order quantity in the following year to meet the prior year shortfall.



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## LEGALSIFTER REVIEW and LEGALSIFTER ORGANIZE

### **Goods: Failure to Deliver**

#### *Sifter searches for*

References to failure to deliver, or deliver on time, goods, documents, financial instruments, or something else.

#### ***Pattern 1: Deliver***

##### ***Examples***

- I. If [Company A] fails to timely perform or deliver within [\*\*\*] of the delivery requirements of any standalone Purchase Order from [Company B], for reasons under [Company A]'s direct control, [Company A] is liable to [Company B] for all direct, reasonable costs incurred as a result of such delay including expediting costs. In the event of a delay, [Company A] shall use Commercially Reasonable Efforts to expedite delayed Products and/or performance, shall pay all reasonable expediting costs, including expedited delivery costs.
- II. If the Partnership fails for any reason to make timely delivery of such Units after receiving payment for such Units, the Partnership shall indemnify the applicable Agent and its successors and assigns and hold them harmless from and against any loss, damage, expense, liability or claim that such Agent may incur as a result of such failure.

#### ***Pattern 2: Not Receive***

##### ***Examples***

- V. If [Company A] does not receive all of the Products it has ordered or it finds that any of the Products do not conform to the terms and conditions set out in this Agreement or the relevant Contract of Sale, then [Company A] must notify [Company B] of this fact in writing (which may include by email) within 10 days after the date of delivery of the Products.
- VI. In the event that these requirements are not made, and [Company] is penalized by its customer as a result of the Product 's late delivery, then [Company] will issue an account credit for one half percent (.5%) of the invoice price for the affected Product for each business day that a Product is not received at final destination in accordance with these requirements, for up to ten (10) business days.

## **Goods: Incoterms**

### *Sifter searches for*

References to International Commercial Terms, or "Incoterms."

### *Examples*

- I. Unless otherwise expressly agreed to in writing, title and risk in all Goods will pass to [Company] at [Company]'s facility (per Incoterms 2010).
- II. Delivery of Product: [Company] shall ship and deliver the Product FOB (Free on Board) [City Name], in accordance with Incoterms 2010.

## **Goods: Inspection Does Not Affect Seller Liability**

### ***Sifter searches for***

References to inspection of goods not affecting a seller's liability.

### ***Pattern 1: Not Relieve***

#### ***Examples***

- I. Any such inspection, examination, and/or audit shall not (i) relieve Seller of any obligation, responsibility or liability.
- II. Any inspection or acceptance of such Items by Buyer shall not be deemed to alter, waive, extinguish or otherwise affect the obligations of Seller or the rights of Buyer or any other beneficiary of any warranty.

### ***Pattern 2: Survive***

#### ***Examples***

- III. All of Seller's representations and warranties, both express and implied, also constitute conditions of this Purchase Order and will survive inspection, acceptance and payment by University.
- IV. The foregoing warranties are in addition to all other warranties, expressed or implied, and shall survive any delivery, inspection, acceptance, and payment by Buyer.

## Goods: Inventory After Termination

### *Sifter searches for*

A provision addressing how goods that are in inventory or have been paid for are to be repurchased, sold, returned, or destroyed after termination of the contract.

### ***Pattern 1: Inventory***

#### ***Examples***

- I. If Company terminates this Agreement pursuant to this Section 9 [termination for cause], Company may, at its sole option, (i) require Supplier to repurchase Company's inventory of Products that have not expired and are in original packaging suitable for resale at 100% of billed cost; or (ii) sell the Products in Company's inventory after termination.
- II. In no event shall the Sell-Off Period and associated trademark license for Vendor exceed 180 days following the date of expiration or termination of this Agreement, as applicable, for Vendor to sell all Manufacturer's inventory, including but not limited to, inventory that Vendor has committed to purchase as of the date of expiration or termination of this Agreement.

### ***Pattern 2: Products***

#### ***Examples***

- III. Distributor shall have a reasonable sell off period of six (6) months after termination to sell any existing Products after which the Company shall purchase all such remaining goods for Distributor's cause or at the Company's sole discretion otherwise grant Distributor an extension of time to permit Distributor to continue to sell the Products.
- IV. In the event of early termination, pursuant to Section 3.B of this Agreement, DISTRIBUTOR may continue to perform and discharge its contractual obligations to distribute and sell Products under this Agreement to its customers, which obligations DISTRIBUTOR had entered into prior to the effective date of termination.

## **Goods: Labeling and Packaging, References To**

### *Sifter searches for*

References to labeling and packaging goods.

### *Examples*

- I. The Products shall be packaged and labeled by Company using Company's approved layouts unless otherwise mutually agreed, in accordance with the terms of the Quality Agreement.
- II. Vendor will not remove, alter or destroy any labels on such equipment stating that it is the property of Supplier.

## Goods: Late Delivery

### *Sifter searches for*

Provisions relating to delivering goods late or not at all.

### *Examples*

- I. No delay in the shipment or delivery of any Goods relieves Distributor of its obligations under this Agreement, including accepting delivery of any remaining installment or other orders of Goods.
- II. If [Party A] does not receive all of the Products it has ordered or it finds that any of the Products do not conform to the terms and conditions set out in this Agreement or the relevant Contract of Sale, then [Party A] must notify [Party B] of this fact in writing (which may include by email) within 10 days after the date of delivery of the Products.
- III. If the API required for Product manufacture is not received within the applicable time-period provided in section 2.2.1, [Company] may delay the shipment of such Product as necessary as a result of the delay, such delay not to exceed the number of days of the delay in receipt of the API...
- IV. Late deliveries will carry (without prejudice) a late delivery charge at the rate of [\*]% per week for the first 14 days, [\*]% for per week thereafter and not more than [\*]%, to be deducted from the consideration due to the Contractor for labor and mark-ups.

## **Goods: Must Repair or Replace**

### *Sifter searches for*

A provision requiring, or not requiring, that consumer goods be repaired or replaced.

### *Examples*

#### ***Pattern 1: Obligation***

- I. During the Warranty Period, Company, at its sole and absolute discretion, shall either repair or replace, at no charge, Products or parts of a Product that prove defective because of improper material or workmanship under normal use and maintenance.

#### ***Pattern 2: Remedy***

- II. Buyers remedies under the these warranties shall Include at Buyer's election (a) return and full refund of the purchase price paid by Buyer for such Goods, (b) repair by Supplier or persons designated.by Supplier and accepted by Buyer of any Goods found to be defective in violation of these warranties, without charge, or (e) replacement of Goods with new Goods that conform to the above requirements.

#### ***Pattern 3: Pay***

- III. If such arbitrator determines that Customer 's rejection of product was incorrect, Customer shall purchase and pay for both the initially rejected product and any replacement product produced at Customer 's request.

## **Goods: No Returns**

### *Sifter searches for*

Various ways of saying that a customer may not return goods.

### *Examples*

#### ***Pattern 1: Not Return***

- I. Distributor shall not have the right to return any Product to Company, except in the case of a defect notified by Distributor in accordance with Section 2.5.

#### ***Pattern 2: Not Accept***

- II. Seller does not accept the return of products for refund, credit, exchange, or any other purpose.

#### ***Pattern 3: Final***

- III. All sales of Product under this Agreement are final.

#### ***Pattern 4: Nonreturnable***

- IV. Except in circumstances involving delivery of incorrect products from Company, or delivery of Company Products damaged in transit, Company Products are non-returnable.



## **Goods: Not Counterfeit**

### *Sifter searches for*

References to a party not supplying counterfeit goods.

### *Examples*

- I. Seller shall not deliver Counterfeit Goods or Suspect Counterfeit Goods to Buyer under this Contract.
  
- II. Seller shall only deliver goods that (i) are and only contain materials obtained directly from the original manufacturer (OM), an authorized distributor, or an authorized aftermarket manufacturer, and (ii) are not and do not contain Counterfeit Items or Suspect Counterfeit Items, as defined below; and (iii) contain only authentic, unaltered OM labels and other markings.

## **Goods: Notice of Loss**

### *Sifter searches for*

A provision requiring a party to notify the other if goods are lost or damaged.

### *Examples*

- I. The Grantor will promptly notify the Secured Party of any loss of or material damage to any material item of Collateral or of any substantial adverse change, known to the Grantor, in any material item of Collateral or the prospect of payment or performance thereof.
  
- II. The Indemnified Party with respect to any Loss shall give prompt notice thereof to the Indemnifying Party.

## **Goods: Price List, Providing**

### *Sifter searches for*

References to a supplier providing price lists.

### ***Pattern 1: Obligation***

#### ***Examples***

- I. Company shall provide Representative copies of any current Product price lists, delivery schedules, and standard terms and conditions of sale, as established from time to time for the Product.
- II. Consultant shall, on signature of this agreement, provide Client with a copy of its fees list to be included as Exhibit B.
- III. Supplier will provide Client with its current rates schedule on 1 March each year.

### ***Pattern 2: Set Forth***

#### ***Examples***

- IV. Contractor shall maintain an all-inclusive Contract pricelist, as set forth in Appendix D.
- V. The Price List is as set out in Schedule A.

## **Goods: Recall or Withdrawal**

### *Sifter searches for*

Provisions relating to recall of a product.

### *Examples*

- I. Each Party shall promptly notify the other Party of receipt of information from a Regulatory Authority that: (i) raises any material concern regarding the safety or efficacy of the Product , or would affect the Product Label and Insert , Promotion and/or sale of the Product ; (ii) indicates a potential material liability for either Party relating to the Product ; (iii) is reasonably likely to lead to a recall or market withdrawal of the Product ; or (iv) is reasonably likely to impact the manner in which a Party satisfies its obligations hereunder.
- II. Supplier shall have a process implemented to recall obsolete documents, specifications and standards to prevent unintended use.
- III. “Measure” means any quarantine, stop-sale, field alert, withdrawal or recall concerning any Product Delivered by Supplier under this Agreement.

## Goods: Remediating Breach

### *Sifter searches for*

References to remediating breaches of a Sale of Goods agreement.

### *Examples*

- I. If Counterparty advises [Party] that there will be a delay in the supply of the Goods and/or Services (as applicable) or the performance of Counterparty's obligations, Counterparty will not be able to perform all or any of Counterparty's obligations or [Party] believes on reasonable grounds that there will be a delay in the supply of the Goods and/or Services (as applicable), the performance of Counterparty's obligations, or a failure to comply with any Specifications, or there will be a delay or any other failure to comply with all or any of Counterparty's obligations, then in addition to and without limiting any other rights or remedies of [Party], [Party] will be entitled to:
- II. Ensure that, upon breach of warranty or delay in the provision or inability to perform the Services, [Company] is entitled to:

## **Goods: Requirement to Notify of Counterfeit Goods**

### *Sifter searches for*

Provisions that require one party to notify the other when it discovers counterfeit goods.

### *Examples*

- I. Company shall also cooperate in the investigation of counterfeit, pirated or illegal goods and report any such discovery as soon as possible after it comes to Company's notice.
- II. Vendor inspects parts and notifies Purchasing and Quality Engineer when counterfeit parts are discovered.
- III. If the Licensee learns of any infringement of any Intellectual Property or imitation or counterfeiting of any Product, Licensee shall promptly notify the Licensor of such information.

## Goods: Required to Buy a Minimum Quantity

### *Sifter searches for*

Provisions saying a party is required to buy, or is not required to buy, a minimum number or quantity of goods.

### ***Pattern 1: Minimum***

#### ***Example***

- I. Buyer and Seller have agreed to certain performance metrics (“Sales Target Baseline”), including minimum annual purchases and sales of both retina and glaucoma Products by region, as set forth in Exhibit E.

### ***Pattern 2: At Least***

#### ***Example***

- II. Vendor shall use reasonable commercial efforts to purchase and sell during each calendar year at least \$250,000.00 of Insane Impact Products (the “Annual Target”).

### ***Pattern 3: No Obligation***

#### ***Example***

- III. Further, nothing in this Agreement will be construed or deemed to (a) require Distributor to order any minimum number of units of the Products to be manufactured by Supplier, or (b) prevent or otherwise inhibit Distributor's ability or right to design, develop, manufacture, have manufactured, market, use, sell, and or distribute any follow-on Products or derivatives of the Products.

## **Goods: Satisfactory Quality**

### *Sifter searches for*

A provision saying that goods are of satisfactory quality within the meaning of the Sale of Goods Act 1979.

### *Examples*

- I. All Goods sold under this contract shall be of satisfactory quality.
- II. All Materials shall be of satisfactory quality, as implied under the Sale of Goods Act (SGA).



## **Goods: Subject to Inspection**

### *Sifter searches for*

References to a buyer having the right to inspect consumer goods.

### ***Pattern 1: Subject To***

#### ***Examples***

- I. All items ordered are subject to final inspection and acceptance at destination by Group despite prior payments or inspection at source.
- II. All goods and services are subject to University's right of inspection for 30 days after receipt.

### ***Pattern 2: Inspect***

#### ***Examples***

- III. Buyer reserves the right to inspect and either accept or reject goods that contain any defect in materials, workmanship, or design or fail to conform to the written specifications (the "Specifications") provided to Buyer for the goods ("Defective Product(s)").
- IV. Buyer shall have the right to enter Seller's facility at reasonable times to inspect the facility, goods, materials and any property of Buyer covered by this Contract.

## **Goods: Supplier Meeting Lower Price**

### ***Sifter searches for***

Provisions saying what happens if a buyer is offered goods at a lower price than those offered by the supplier or if a component used in making the product becomes available to the supplier at a lower price.

### ***Examples***

- I. If Supplier has notified Buyer that it elects to match the prices, such lower prices will apply to POs issued on or after the date of Supplier notice.
- II. If Supplier agrees that the new component supplier meets purchasing requirement and purchases the component(s) from component supplier at the new reduced price, the Supply Price set forth in this Agreement shall be amended to such lower price for the remainder of the Term.
- III. Supplier will have thirty (30) calendar days from the time Company notifies Supplier to determine whether to match such lower prices.

**Goods: Supply Chain, References To**

*Sifter searches for*

References to a supply chain or supply network.

**Examples**

- I. [Company] agrees to use Commercially Reasonable Efforts to become a member of a supply chain security program administered by the customs administration in the Territory if such a program exists.
- II. Customer wishes to utilize [Company's] Service to aid in improving the efficiency and reliability of its supply chain operations and management.
- III. Any price adjustments required shall be based upon total Products order quantities, prevailing Component market prices, supply chain programs, Engineering Change requests or other relevant data.

## **Goods: Supply Interruptions, References To**

### *Sifter searches for*

References to interruptions in the supply of goods.

### **Examples**

- I. Seller acknowledges that any interruption in the supply of Product hereunder could result in serious financial consequences for Buyer and its customers.
- II. Seller acknowledges that a key consideration for Buyer to enter into this Agreement is Seller's assurance that it will use its [commercially reasonable/best] efforts to provide an uninterrupted supply of Product.
- III. If Seller is not able, through neither the fault of Buyer nor the result of a Force Majeure Event, to fully supply Buyer's requirements as set forth above, Buyer shall be free to purchase Product from third parties, and Seller shall reimburse Buyer for the difference between the contract price for such quantity and the actual price paid by Buyer for such quantity of Product, provided that such reimbursement shall not exceed \$[\*\*\*].

## **Goods: Supply Interruptions, Requirement to Notify Of**

### ***Sifter searches for***

Provisions that require a supplier to notify a buyer when a supply interruption occurs or is expected.

### ***Examples***

- I. If the Supplier becomes aware that it is or may be unable to deliver the products in accordance with the Implementation Plan or any timetable set out in Schedule 4 it will promptly notify [Company] in writing of the same, the reason for the delay and provide an estimate of when that Implementation Deliverable will be completed.
- II. (a) notify the Customer immediately of any interruption in supply.

## **Goods: Vendor-Managed Inventory, References To**

### *Sifter searches for*

References to vendor-managed-inventory programs, under which a manufacturer or supplier takes control of inventory-management decisions for the seller.

### *Examples*

- I. If any of the Parties mutually agreed to adopt the Vendor-Managed-Inventory Mode (as defined in the VMI Agreement) with respect to any Product under this Agreement, Company shall manage such finished-Product related inventory, including the Aged Product (as defined in the VMI Agreement), in accordance with the terms and conditions set forth in the VMI Agreement.
- II. The trade terms shall be applied in accordance with the VMI Agreement .
- III. “SMI”, also known as “Supplier Managed Inventory”, means a program initiated between the Supplier and Buyer for ownership of a mutually agreed level of finished goods inventory at a Supplier specified or agreed to location and the processes established to support Supplier’s and Buyer's requirements.

## **Goods: When Deemed Accepted**

### *Sifter searches for*

When consumer goods are deemed, or not deemed, accepted.

### *Examples*

- I. Goods are deemed accepted unless Customer gives Supplier written notice of Nonconforming Goods documentation supporting and reasonably required by Supplier within ten (10) business days of receipt of Goods Customer's ("Inspection Period").
- II. Payment for goods and services prior to inspection will not constitute acceptance by University.
- III. Buyer's exercise of the right of inspection shall not constitute or be deemed to be Buyer's acceptance of the Ordered Items.

## **Goods: When Risk of Loss Passes**

### *Sifter searches for*

Statements of when risk of loss in goods passes from the seller.

### ***Pattern 1: Loss***

#### ***Examples***

- I. The risk of loss from any casualty to the goods, regardless of the cause, shall be on Seller up to the time of receipt of the goods by Buyer at the place of delivery, but only after any proper inspection has been completed without rejection of the goods.

### ***Pattern 2: Assumes/ Liable***

#### ***Examples***

- I. Seller shall be liable for any loss, breakage, deterioration, decrease in volume, or any other damages regarding the Goods that occur prior to the delivery of the Goods except in cases where Purchaser is at fault, and Purchaser shall be liable for any such damages that occur after the delivery of the Goods except in cases where Seller is at fault.
- II. Consequently, notwithstanding any bill of lading or any other agreement in force between the parties, the Carrier shall be liable to Customer for any damage to or theft or loss of any property of Customer while in the Carriers care, custody and control where such damage, theft or loss occurs as a result of the fault of the Carrier or any of its employees, representatives, agents or subcontractors.



## **Goods: When Title Passes**

### *Sifter searches for*

Statements of when title in goods passes from the seller.

### **Examples**

- I. Title to Goods ordered under any Individual Transaction in 2018 passes to Buyer upon shipment of such goods, and under any individual Transaction in 2019 and beyond passes to Buyer upon delivery of such Goods to the Delivery Location.
- II. Title to and ownership of the goods shall not pass from Seller to Buyer until Buyer has paid in full the purchase price to Seller.

## Governing Law

### *Sifter searches for*

Provisions stating what law governs the agreement.

### ***Pattern 1: Agreement***

#### ***Examples***

- I. This Agreement and any related dispute shall be construed in accordance with and governed by the laws of the State of Delaware, without regard to the conflicts of laws rules thereof.
- II. This instrument and the Notes (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England.

### ***Pattern 2: Disputes***

#### ***Examples***

- III. This Agreement and any related dispute shall be construed in accordance with and governed by the laws of the State of Delaware, without regard to the conflicts of laws rules thereof.
- IV. This Note shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation and performance of this Note shall be governed by, the internal laws of the State of New York, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of New York or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the State of New York.

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## LEGALSIFTER REVIEW and LEGALSIFTER ORGANIZE

### **Governing Law: Excluding Conflicts of Law Rules**

#### *Sifter searches for*

A governing-law provision that says only internal laws apply.

#### ***Pattern 1: Disregard***

##### ***Examples***

- I. THIS AGREEMENT SHALL BE GOVERNED BY, INTERPRETED UNDER AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED WITHIN THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO PRINCIPLES OF CONFLICTS OF LAWS THEREOF.
- II. This Agreement has been executed and delivered in the State of Michigan and its validity, interpretation, performance and enforcement will be governed by the laws of that state applicable to contracts made and to be performed entirely within that state, without regard to conflicts of laws doctrine.

#### ***Pattern 2: Internal***

##### ***Examples***

- I. This Note shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation and performance of this Note shall be governed by, the internal laws of the State of New York, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of New York or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the State of New York.

#### ***Pattern 3: Made***

##### ***Examples***

- I. This Agreement shall be construed in accordance with and governed by the laws applicable to contracts made and wholly performed in the State of Florida.

## Gramm-Leach-Bliley Act Compliance

### *Sifter searches for*

References to the Gramm-Leach-Bliley Act.

### *Examples*

- I. Notwithstanding the foregoing, nothing herein shall require either Party to violate Title V of the Gramm-Leach-Bliley Act or any regulation promulgated thereunder with respect to the privacy of the customers of any financial institution.
- II. In connection with the activities contemplated by this Agreement, each Party shall comply with all applicable provisions of the Gramm-Leach-Bliley Act (as such Act may be amended from time to time), including, without limitation, applicable provisions regarding the sharing or disclosure of Nonpublic Personal Information (as such term is defined in the Gramm-Leach-Bliley Act).

## Gratuities

### *Sifter searches for*

Provisions that refer to giving tips.

### *Examples*

- I. All Food & Beverage prices are subject to a #% gratuity, a #% taxable administrative fee and any applicable State Tax (currently at #%, subject to change) as well as any applicable meal tax that may be imposed by the city.
- II. Master Account: Room, Tax, Meeting Related Charges Individual Account: Incidentals Meeting related charges are defined as follows: Food, Beverage, Room Rental, Audio Visual, Gratuities, Taxes, Service Fees, ancillary charges as flowers, pipe and drape, dance floor and risers and any other chargeable service, as requested by your organization.

## **Guarantee: Guaranteed Pricing**

### *Sifter searches for*

References to price guarantees.

### *Examples*

- I. Supplier guarantees that the price of all Products for which Provider converts from its current Product to a [Company] Brand Product under this Agreement will be, in the aggregate, [x] percent (x%) lower than Baseline Pricing for those Products.
- II. The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner: ...
- III. This competitive price guarantee excludes any pricing, terms and conditions associated with a short-term promotion or program that is offered by Supplier, provided, however that any such promotion or program shall also be offered to Members under this Agreement.

## **Guarantee: Parent Company Guarantee, References To**

### *Sifter searches for*

References to parent company guarantees.

### *Examples*

- I. The Contractor will provide a Parent Company Guarantee in the form required by the Prime Contractor, unless otherwise advised by the Prime Contractor.
  
- II. Where the PURCHASE ORDER provides for the Parent Company Guarantee, SUPPLIER shall deliver to PURCHASER, within the number of Days specified in the PURCHASE ORDER, a duly executed Parent Company Guarantee guaranteeing the performance by SUPPLIER of its obligations under the PURCHASE ORDER.
  
- III. Where applicable the Parent Company Guarantee shall be in the form attached to the PURCHASE ORDER.
  
- IV. The Parent Company Guarantee shall be effective from the EFFECTIVE DATE, and shall remain valid until all the liabilities and obligations under the PURCHASE ORDER have been fulfilled.

## **Guarantee: References To**

### *Sifter searches for*

References to guarantees.

### *Examples*

- I. The Corporate Guarantee shall continue in full force and effect until the full performance of all of Buyer's obligations under this Contract.
  
- II. Each undersigned representative of the Applicant personally and individually guarantees unconditionally full and prompt payment of past, present and future obligations due under this Agreement for the Applicant and any successor in interest, corporate or non-corporate, in the Applicant's business.



## Harmful Code and Related Defined Terms: Definition

### *Sifter searches for*

A definition of the term “Harmful Code” or these related terms: "Access Code", "Backdoor", "Back Door", "Boot Sector Infector", "Cookie", "Disabling Code", "Drop-Dead Device", "File Infector", "Lockout", "Lock-Out", "Lockup", "Lock-Up", "Logic Bomb", "Malware", "Preventative Routine", "Rootkit", "Spyware", "Time Lock", "Time Bomb", "Trap", "Trap Door", "Trojan Horse", "Undocumented Passwords", "Virus", and "Worm."

### *Examples*

- I. Section 17.1 of the contract refers to Harmful Code and its definition
- II. “Virus” means

## Hazardous Materials, References To

### *Sifter searches for*

References to hazardous materials

### ***Pattern 1:***

#### ***Examples***

- I. Tenant shall not cause or permit the storage, use, generation, release, handling or disposal (collectively, Handling) of any Hazardous Materials (as defined below), in, on, or about the Premises or the Real Property by Tenant or any agents, employees, contractors, licensees, subtenants, customers, guests or invitees of Tenant (collectively with Tenant, Tenant Parties, and each individually, a Tenant Party)...
- II. No Hazardous Material (as hereinafter defined) shall be created, handled, placed, stored, used, transported or disposed of by either party on the Leased Premises.
- III. No Credit Party shall cause or permit a Release of any Hazardous Material on, at, in, under, above, to, from or about any of the Real Estate where such Release would (a) violate in any respect, or form the basis for any Environmental Liabilities under, any Environmental Laws or Environmental Permits or (b) otherwise adversely impact the value or marketability of any of the Real Estate or any of the Collateral, other than such violations or Environmental Liabilities that could not reasonably be expected to have a Material Adverse Effect.

## Hazardous Materials: Definition

### *Sifter searches for*

A definition of the defined term "Hazardous Materials" or a definition that includes the phrase "hazardous materials".

### ***Pattern 1: Defined Term***

This pattern looks for the definition of the defined term Hazardous Materials.

### ***Examples***

- I. "Hazardous Materials" means all explosive or radioactive substances or wastes and all hazardous or toxic substances, wastes or other pollutants, including petroleum or petroleum distillates, asbestos or asbestos containing materials, polychlorinated biphenyls, radon gas, infectious or medical wastes and all other substances or wastes of any nature regulated pursuant to any Environmental Law
- II. Hazardous Materials: Any substances, materials or wastes currently or in the future deemed or defined in any Requirements as "hazardous substances", "toxic substances", "contaminants", "pollutants" or words of similar import.

### ***Pattern 2: In a Definition***

This pattern looks for definitions that includes the phrase *Hazardous Materials*.

### ***Examples***

- I. "Environmental Law" means any federal, state, provincial or local governmental law, rule, regulation, order, writ, judgment, injunction or decree relating to pollution or protection of the environment or the treatment, storage, disposal, release, threatened release or handling of hazardous materials, and all local laws and regulations related to environmental matters and any specific agreements entered into with any competent authorities which include commitments related to environmental matters.

### **Hazardous Materials: Definition**

- II. “Environmental Laws” means any applicable federal, state, or local Laws now in effect and in each case as amended to date, including any judicial or administrative order, consent decree, judgment relating to pollution or protection of public or employee health or safety or the environment, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq.; the Hazardous Materials Transportation Authorization Act, as amended 49 U.S.C. § 5101, et. seq.; the Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. § 6901, et. seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1201, et. seq.; the Toxic Substances Control Act, 15 U.S.C. § 2601, et. seq.; the Clean Air Act, 42 U.S.C. § 7401, et. seq.; and the Safe Drinking Water Act, 42 U.S.C. § 300f. et. seq.

## Headings for Convenience

### *Sifter searches for*

A provision saying that headings are for convenience of reference only.

### *Examples*

- I. The headings in this Agreement are for convenience of reference only and shall not control or affect the meaning or construction of this Agreement.
- II. The paragraph headings used in this Agreement are inserted for convenience only and shall be disregarded in construing this Agreement.

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## LEGALSIFTER REVIEW and LEGALSIFTER ORGANIZE

### Hotel: Attrition

#### *Sifter searches for*

A provision stating what the group has to pay if it doesn't meet a target for room use or a food-and-beverage minimum.

#### *Pattern 1: Shortfall*

##### *Examples*

- I. If the Conference Packages contracted are less than the number of packages actually contracted the Organization agrees to pay, as liquidated damages, and not as a penalty, the reduction charge according to the schedule and percentages in the table below:
- II. In the event that the total room nights fall below # percent of that total room block, meeting/function room rental fees will be assessed according to the following scale:

#### *Pattern 2: Difference*

##### *Examples*

- I. If [Company]'s actual usage is less than #% of the Room Night Commitment, [Company] agrees to pay, as liquidated damages and not as a penalty, the difference between #% of the Room Night Commitment and [Company]'s actual usage, multiplied by the average group room rate.
- II. Should the Group's banquet food and beverage revenue fall below this amount, the Group will be responsible for the difference between the minimum banquet food and beverage revenue and the actualized food and beverage revenue multiplied by #% (minimum food and beverage revenue minus actualized food and beverage revenue multiplied by #%), plus any applicable taxes.

## Hotel: Cancelling Guest Rooms

### *Sifter searches for*

A provision stating the requirements for or consequences of a guest cancelling their room.

### *Examples*

- I. Individual room cancellations and changes will be accepted by the Hotel, without charge to the guest or [Company], up to 6:00 pm day of arrival.
- II. If a guest does not cancel a reservation at least 48 hours prior to the guest's check-in date, then Hotel may charge the credit card one night's room fee plus any applicable taxes.
- III. A cancellation less than 72 hours prior to arrival will result in a charge equal to one night's room and tax, and the balance of the cancelled reservation will be considered when calculating any Group attrition charges.

## **Hotel: Change in Hotel Management**

### *Sifter searches for*

A provision requiring the hotel to notify the group of a change in management of the hotel or specifying the consequences of a change in management.

### *Examples*

- I. The Hotel will be required to notify Group in the event of a financial reorganization, bankruptcy or of any actual or contemplated change of ownership and/or hotel management contract that will or may occur prior to the event dates, no later than 14 calendar days from the time such knowledge is known or should have been known by management or is public knowledge.
- II. The Hotel shall promptly notify Association if there is a change in the management or franchise contract of the Hotel prior to the Program, and Association shall have the right to cancel this Agreement without liability upon written notice to the Hotel.
- III. The Hotel shall promptly notify the Group if there is a change in the management company that operates the Hotel prior to the Meeting, in which event Group will have the right to terminate this Agreement without liability upon written notice to the Hotel.



## Hotel: Check-In Time

### *Sifter searches for*

Statement of the check-in time for hotel guest rooms.

### *Examples*

- I. Please advise your attendees that our check-in time is after 4:00 pm and check-out time is before 12:00 noon.
- II. Check-in time is 4:00 pm.

## Hotel: Check-Out Time

### *Sifter searches for*

Statement of the check-out time for hotel guest rooms.

### *Examples*

- I. Please advise your attendees that our check-in time is after 4:00 pm and check-out time is before 12:00 noon.
- II. Check-out time is 12:00 noon.

## **Hotel: Complimentary Rooms**

### *Sifter searches for*

Provisions stating the basis for giving the customer complimentary rooms.

### *Examples*

- I. Hotel will guarantee the following suites at no charge for all Conference dates, to be occupied by individuals identified by [Company A]
- II. In consideration of the guest room commitment, Hotel will extend one (1) complimentary room night per every \_\_\_ revenue room nights actually used by the group.
- III. One (1) complimentary staff rooms over and above per night for arrival Tuesday, December 5, 2017, departure Saturday, December 16, 2017.

## **Hotel: Cutoff Date for Room Block**

### *Sifter searches for*

Provisions saying when the hotel may release to general sale the rooms in a block.

### *Examples*

- I. The entire Room Block will be held and maintained in full by the Hotel until the Cutoff Date: Monday, November 21, 2015.
- II. Upon receipt of a signed copy of this Contract, Hotel shall hold the block of sleeping rooms noted in Section A. until the Cutoff Date, twenty-one (21) days prior to arrival, September 4, 2018.
- III. All Hotel Reservations must be made by April 10, 2017.
- IV. All reservations must be received by 8am on 3/11/2019.

## Hotel: Deadline for Signing Contract

### *Sifter searches for*

A provision stating that the arrangements in the contract will be confirmed only if the group sends the hotel a signed copy by a stated date.

### ***Pattern 1: Not Received***

#### ***Examples***

- I. If a signed original of this Agreement has not been received by the Hotel prior to Tuesday, September ##, ####, Hotel shall have the right to contract with other parties for the use of the room block, meeting room and catering services without further notice to Group.
- II. This signature page may be signed by the parties and sent by electronic transmission (facsimile) and shall be acceptable to the Hotel to hold the space; provided, however, that if the Hotel does not receive the Agreement executed by the Group with the original signature without any further changes within seventy-two (72) hours of the date shown on the facsimile signature page, the Hotel reserves the right not to hold the space and otherwise to avoid any obligations under this Agreement.

### ***Pattern 2: Not Signed***

#### ***Examples***

- I. If this agreement is not fully executed by Group and Hotel by #/##/##, the Hotel will release the space.
- II. If this agreement is not mutually executed by May ##, ####, the room block may be automatically released.

## Hotel: Deadline for Signing Contract

### *Pattern 3: Sign/Return*

#### *Examples*

- I. SIGNED CONTRACT MUST BE FAXED OR DELIVERED TO THE [Name] CONFERENCE CENTER & HOTEL NO LATER THAN 5PM Eastern Standard Time, November ##, ### IN ORDER FOR THIS CONFIRMATION/AGREEMENT TO BE VALID.
- II. Group has until 1/##/#### to return one fully executed copy of the Agreement together with Group's [Choose all that apply -credit card authorization/initial deposit] and thereby avoid having the hotel release its space,

### *Pattern 4: Hold*

#### *Examples*

- I. Unless the [Name] Conference Center otherwise notifies [Company] at any time prior to [Company Name's execution of this document, the outlined format and dates will be held by the [Name] Conference Center for [Company] on a first-option basis until July ##, ####.
- II. This commitment is held on a tentative basis until March ##, ####.

### *Pattern 5: Option*

#### *Example*

- I. The first option on this contract is valid until Friday, September 21, 2007.

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## LEGALSIFTER REVIEW and LEGALSIFTER ORGANIZE

### Hotel: Deposit

#### *Sifter searches for*

Provisions stating that someone must pay, or might be required to pay, a deposit.

#### ***Pattern 1: Requires***

##### ***Examples***

- I. As security for the Master Account, Hotel requires a non-refundable deposit in the amount of \$# on a major credit card or certified check in order to execute a signed contract.
- II. A deposit of \$\_\_\_\_\_ (not to exceed #% of Total Group Net Profits) is required upon execution of the contract to confirm arrangements on a definite basis.
- III. Based on review of the credit application, the Customer may be required to make a deposit at least 30-days prior to the first day of the Event or at signing of the contract if such date is within 30 days of the first day of the event.

#### ***Pattern 2: Due***

##### ***Examples***

- I. A deposit of \$# is due with the signed contract
- II. The deposits outlined in the table below are due as separate payments to [Company Name A] and [Company Name B].
- III. A non-refundable deposit in the amount of \$# will be due from the Group will be due with this signed agreement no later than December 1th, 2019.

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## LEGALSIFTER REVIEW and LEGALSIFTER ORGANIZE

### Hotel: Deposit

#### *Pattern 3: Pay*

##### *Examples*

- I. A deposit ("Deposit") equal to fifty percent (50%) of the Total Contract Value (\$#) shall be paid by Client to [Company] as part of this contract.
- II. In the event that credit is not approved, [Company] agrees to pay an advance deposit in an amount to be determined by the Hotel in its reasonable discretion, with the full amount due prior to the start of the group's event.

#### *Pattern 4: Deposit Amount*

##### *Examples*

- I. [Company] payment schedule will be as follows: Deposit Type Due Date Amount Due  
Initial Deposit 2/10/2017 \$# Second Deposit 3/26/2017 \$# MASTER ACCOUNTS Prior to arrival, a master account will be established for [Company]. (note this is table data)
- II. DEPOSITS/TAXES: We request that you pay a non-refundable deposit of \$# (25%) of the estimated dollar value of the event when you sign this agreement.

#### *Pattern 5: Deposit Schedule*

##### *Examples*

- I. For additional payment terms, please refer to the Deposit Schedule below.
- II. DEPOSIT PAYMENT SCHEDULE & DUE DATES Deposits are non-refundable and will be applied towards the final bill for your event or any damages due [Company] pursuant to this Agreement.
- III. The deposit schedule is as follows: Initial Deposit: \$# Due by 12/30/16 Final Balance: 100% of Estimated Charges Due by 05/01/17 C. CREDIT ARRANGEMENTS Payment based on the anticipated attendance must be made to [Company] by cash, certified check, bank check or credit card unless direct billing privileges have been established through the [Company] Credit Department.



## Hotel: Early Departure

### *Sifter searches for*

Provision stating that guests that leave early are subject to an early departure fee or some other consequence.

### ***Pattern 1: If Leaves Early***

#### ***Examples***

- I. In the event that a guest who has reserved a room within your block checks out prior to the guest's reserved checkout date, an early departure fee of \$# will be charged to that guest's individual account.
- II. One night's room and tax will be assessed to any guest who departs prior to the date confirmed at check-in.

### ***Pattern 2: Early Departure Fee***

#### ***Examples***

- I. There will be a \$# charge for early checkout.
- II. All sleeping rooms shall be subject to an Early Departure Fee equal to one nights room rate, plus applicable fees, taxes and assessments.

## Hotel: Fee for Cancelling Event

### *Sifter searches for*

Provision stating what, if anything, the customer or individual guests must pay for cancelling.

### *Examples*

- I. Therefore, the parties agree that if a Cancellation should occur for any reason (including Group's relocation of the Event to another hotel or resort), then Group shall pay Hotel, as liquidated damages and not as a penalty, the applicable amount identified below, plus any applicable taxes (a "Cancellation Fee").
- II. In the event of your group cancellation occurring between the time of acceptance of this to 90 days prior to arrival, liquidated damages in the amount of one hundred percent of the "Anticipated Room Night and Banquet Food and Beverage Revenue Figures", will be due, plus applicable taxes and service charges.
- III. [Company] therefore agrees to pay Hotel, within thirty (30) days after any Cancellation, as liquidated damages and not as a penalty, \$1272.00, plus applicable taxes, plus 100% of any amount by which any Banquet Event Order exceeds the total amount of [Company]'s Food & Beverage obligation (if applicable, Agreed Event F&B Revenue) under this Agreement.
- IV. If definite booking is canceled for reasons other than fire, catastrophe, or Act of God, the party canceling the conference is liable to the other party for a fee based on the following percentage of total contracted revenue.

## Hotel: Final Number of Catering Guests

### *Sifter searches for*

Provision stating the deadline for the group to notify the hotel of the final number of guests at the event.

### *Examples*

- I. The Department must provide Hotel with twenty-one (21) days advance notice of the date(s), time(s) and number of guests with respect to the Food and Beverage Function(s) it wishes to schedule, and shall provide final guarantees of this information no later than seventy-two (72) hours prior to the scheduled time for each such Food and Beverage Function.
- II. In arranging for private functions, the final attendance must be received by the Catering Office no later than 11:00 a.m. three (3) working days prior to the commencement of the function.
- III. In the event signed Banquet Orders are not received within 72 hours (3 business days) prior to the start of the program, the hotel reserves the right to automatically assume the numbers within this contract as a guarantee.
- IV. Department will provide written confirmation to Hotel, no-later-than seventy-two [72] business hours prior to the Event, of specific menu selections and prices, meeting room set up requirements, and any other arrangements.

## Hotel: Food and Beverage Minimum

### *Sifter searches for*

Provisions stating what a group is required to spend on food and beverage.

### ***Pattern 1: Revenue***

#### ***Examples***

- I. Hotel's minimum estimates of the Food and Beverage net profits (defined as actual profit to be derived by Hotel from Food and Beverage activities for the Conference) for the function are as follows: \$\_\_\_\_\_.
- II. A minimum of \$### in food and beverage must be spent at your function (the "Guaranteed Amount").

### ***Pattern 2: Guests***

#### ***Examples***

- I. A minimum guarantee of 25 guests is required for all food functions.
- II. Buffet menus require a minimum attendance and are designed for one hour serving.

### ***Pattern 3: Total***

#### ***Examples***

- I. The [Company] agrees that it will provide Hotel total Event food and beverage revenue of \$\_\_\_\_\_, exclusive of gratuities, taxes or function room rental fees ("Agreed Event F&B Revenue").

## Hotel: Incidental Charges

### *Sifter searches for*

Provisions stating who is responsible for incidental charges.

### *Examples*

- I. Each individual attendee will be responsible for his/her own guestroom, tax, and incidentals, unless otherwise specified in writing by Group.
- II. Individual participants will be responsible for their own room, tax and incidental expense at time of checkout.
- III. Guests will be responsible for their own guest room, tax and incidental charges upon check-in and the Group will be responsible for all scheduled food & beverage and service fees.

**Hotel: Last Rooms Sold**

*Sifter searches for*

A provision saying that rooms in the group's block resold by the hotel are considered the last rooms sold by the hotel.

*Examples*

- I. Group rooms will be sold last from hotel inventory.
- II. If unused Group rooms are returned to Hotel inventory for attempted resale, Group rooms shall be the last in the Hotel's inventory to be sold.
- III. For the purposes of this Agreement, the last rooms blocked or sold by the Hotel after receipt of notice of cancellation will be credited toward the room Block as mitigation of the Hotel's damages.

## **Hotel: Last-Room Availability**

### *Sifter searches for*

Provisions saying that if the hotel has a room for sale, the customer may buy it at the negotiated rate.

### *Examples*

- I. Last-Room Availability: Hotel will offer CONUS rates on a “last room availability” basis every day (i.e., the hotel will offer [Company] CONUS rates on all available rooms, including the last room available on any given night).
- II. LAST ROOM AVAILABILITY: In terms of this document, Last Room Availability is defined as the ability to purchase a room, including the last available room in the hotel’s Inventory, at the agreed upon corporate rate.
- III. The above quoted negotiated rate will be subject to last room availability.
- IV. LAST ROOM AVAILABILITY: Contracted rates are not subject to last room availability and are subject to availability at the time of booking.

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## LEGALSIFTER REVIEW and LEGALSIFTER ORGANIZE

### Hotel: Lowest Rate

#### *Sifter searches for*

A provision that seeks to prevent the hotel from offering a rate lower than the rate offered to the group.

#### ***Pattern 1: Prohibition***

##### ***Examples***

- I. The Hotel agrees not to sell rooms to outside Internet companies over the five (5) main peak nights of the [Conference Name] Meeting at a rate lower than [Conference Name]'s.
- II. Hotel may not offer a room rate lower than what has been stated in this contract on hotel's website. Should the hotel extend any type of lower room rate on hotel's website over group dates outlined in this contract, the hotel agrees to extend the lower rate to [Company]. Previous corporate contracts excluded.

#### ***Pattern 2: Obligation***

##### ***Examples***

- I. Association rate shall be the lowest rate offered to guests of the Hotel over the Program dates.
- II. The hotel agrees that the [Company] confirmed group room rates shall not be greater than the lowest published individual guestroom rate offered to any guests of the hotel over the dates of MEETING DATES.

#### ***Pattern 3: Condition***

##### ***Examples***

- I. If Hotel offers a lower rate than the group rate over program dates through any media (Internet, AAA, hotel sales collateral, etc.), and a Group attendee confirms a room reservation at a lower rate, the Hotel will credit the Group's room block for these room nights.
- II. Further, if a lower rate is discovered as being offered during this timeframe, Hotel agrees to honor the lower rate for all existing and future reservations related to this contract.



## Hotel: Master Account

### *Sifter searches for*

References to a master account. If a hotel agreement provides for billing the group through a master account, that means the hotel is willing to extend credit to the group.

### *Examples*

- I. The Group will not be obligated to accept or be responsible for any Master Account charges which are not supported by documentation and authorized signatures, nor will Hotel be responsible for delivering services without signed authorization.
- II. After the Cut-Off Date, the Hotel will continue to hold any rooms in your Room Block not assigned to a specific attendee for your Group if you guarantee payment of such rooms to the Master Account.
- III. In order to lessen the likelihood of potential billing disputes, Master Account charges can be reviewed on a daily basis with the Group Services Manager.

## **Hotel: Menu Deadline**

### *Sifter searches for*

The deadline for submitting menu selections.

### *Examples*

- I. [Company] must confirm all menu selections and arrangements in writing no later than 30 days prior to event. Menu pricing will be guaranteed 30 days in advance of the function.
- II. Menu planning, room requirements, room set-ups and all other requirements must be arranged with your catering professional 21 days prior to your event.
- III. Menu selection will be submitted three weeks before the meeting.
- IV. Final menu selections should be submitted two weeks prior to the function to ensure the availability of the desired menu items.

## Hotel: Noise

### *Sifter searches for*

Provisions addressing noise, whether it's noise that disturbs the group or event guests or noise made by event guests.

### *Examples*

- I. In the event the Groups use of any function space is so disturbed despite these efforts, the Hotel agrees: To make every reasonable effort to eliminate the noise or disturbance immediately upon notification by the Group meeting planner.
- II. If Hotel guests complain about noise levels from the event center, pool, fire pit or outdoor areas of the hotel, Management may be required to take action and/or vacate the event facility.
- III. We ask that conference guests restrict noise and music levels and if other hotel guests complain about noise levels from the Conference Center, Management may be required to take action and/or vacate the facility.

## Hotel: Notice of Construction

### *Sifter searches for*

Provisions requiring that the hotel notify the group of construction or renovation during the event.

### *Examples*

- I. In the event the Hotel may be undergoing any substantial construction or renovation during the meeting dates that would materially affect the event, the Hotel shall promptly notify Department and Department shall have the right to cancel this Agreement without liability if, in Department's reasonable judgment, such construction or renovation may tend to unreasonably affect the use of the facilities or the quality of service to be provided under this Agreement.
- II. Hotel agrees to notify [Company] of any major construction, renovation or outside distractions that would affect the ordinary use of conference rooms or other facilities required.
- III. In the event the Hotel may be undergoing substantial construction or renovation during the meeting dates that would materially affect the event, the Hotel shall promptly notify [Company A] and [Company B], in its absolute and sole discretion, shall have the right to cancel this Agreement without further obligation or liability to Hotel.

## **Hotel: Obligation to Resell Unused Rooms**

### *Sifter searches for*

Provision requiring that the hotel attempt to sell the unused portion of a room block.

### *Examples*

- I. The Hotel shall be required to make good faith efforts to mitigate its Damages by attempting to resell any accommodations subject to attrition charges, thereby reducing Hotel's Damages.
- II. We will attempt to resell any guest rooms that your group does not use due to cancellation or attrition. Should any rooms be resold, your group will be entitled to credit in accordance with the following formula:
- III. Should the Hotel determine that any portion of Group's Room Block not confirmed as of the Reservation Cut-Off date is available for resell, the Hotel will attempt to sell the unused portion of the Room Block and, if a Group room is resold, Group's attrition charges shall be reduced by the room rate received on each Group room sold, up to the rate for said room set forth in this Agreement in accordance with Room Block Attrition paragraphs above.

## **Hotel: Preparing Extra Food and Beverage**

### ***Sifter searches for***

A provision in which the hotel commits to preparing a given percentage more than the amount of food required for the guaranteed number of guests at the event.

### ***Examples***

- I. The Hotel will set up and prepare for #% over the guarantee.
- II. The Hotel will be prepared to serve #% more than the guaranteed number of attendees and cannot be responsible for service to more than #% over the guarantee for groups of up to ##### persons.
- III. Hotel agrees to set up and prepare food for #% above the guaranteed attendance number of any given function at no additional charge.

## **Hotel: Rate Extended Beyond Event Dates**

### *Sifter searches for*

A provision stating that the group rate is available to guests beyond the dates of the event.

### ***Pattern 1: Before and After***

#### ***Examples***

- I. The above confirmed group rates are applicable # days before to # days after the official meeting dates, subject to space availability.
- II. Hotel will extend your Group Rate # days before and # days after your room block dates, on a space availability basis.

### ***Pattern 2: Date Range***

#### ***Examples***

- I. Association rates shall apply beginning June ##, 20## through and including June ##, 20##, with rooms outside the block subject to availability.

## Hotel: Rebooking a Cancelled Meeting

### *Sifter searches for*

A provision relating to rebooking a cancelled meeting.

### *Examples*

- I. The Resort agrees to allow #% of paid cancellation fee to be put towards rebooking another equal or larger program that must commence within # days of cancellation.
- II. In the unlikely event of cancellation the entire group [Company] Team agrees to replace the meeting and guest room space with one of equal or greater value within one year of the cancellation date.
- III. In the event of cancellation, the deposit will be kept for rebooking within # days of the original contracted date.



## **Hotel: Relocating Guests**

### ***Sifter searches for***

Provisions regarding what happens if a hotel is unable to accommodate guests that have reserved a room.

### ***Pattern 1: Unable to Accommodate***

#### ***Examples***

- I. In the event any member of your Group with a guaranteed guest room reservation cannot be accommodated by Hotel, Hotel will provide the following:
- II. If Hotel is unable to provide a guest room to an Event attendee holding a confirmed reservation, Hotel will provide for each attendee for the nights the attendee is not accommodated:

### ***Pattern 2: Relocation Unavoidable***

#### ***Examples***

- I. However, if the Hotel is in an oversold situation and the relocation of guests is unavoidable, the Hotel must adhere to the following:

### ***Pattern 3: Guests Is Relocated***

#### ***Examples***

- I. In the event any of Group's Event Participants cannot be accommodated and must be displaced to another hotel ("walks"), Hotel will adjust transient business prior to any movement of Group's Event Participants.
- II. For any Participant who is displaced by the Hotel because of unavailability, Hotel will provided all such "walked" Participants with a free room at a comparable hotel for the length of stay, free transportation to and from the Hotel, a long distance phone call and letter of apology to the displaced person.

## Hotel: Resort Fee

### *Sifter searches for*

References to a resort fee.

### *Examples*

- I. Please initial: \_\_\_\_\_ Resort Fee to be posted to the individual's folio
- II. No mandatory resort fee
- III. Please add \$8.99 per room per night Resort fee.
- IV. Reduced resort fee from \$35.00 to \$15.00
- V. \$10.00 Resort Fee Waived
- VI. Group room rates are subject to a Resort Charge, currently \$30.00 per room, per night, not inclusive of state tax (currently #%), in effect at the time of check-in. Resort Charge inclusions are subject to change. These charges will be applied to the individual unless otherwise stated in the planning process.

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**LEGALSIFTER REVIEW and LEGALSIFTER ORGANIZE****Hotel: Room Audit*****Sifter searches for***

A provision allowing the customer to audit the hotel's rooming records after the event to make sure that any rooms booked outside the block are properly credited to the group.

***Pattern 1: Statement******Examples***

- I. An audited statement of actual room usage, the number of rooms available in the Hotel for sale and the number of rooms resold by the Hotel for each day of the Meeting shall be provided to the Group upon the billing of any attrition charge.
- II. An audited statement of actual room usage for each day of the function shall be provided to group upon request at any time.

***Pattern 2: Compare******Examples***

- I. The Hotel will compare a list of all guests in the Hotel during the Event to the Group registration list.
- II. Group will forward a complete alpha list of registered attendees to be compared against the Hotel's in-house reservations over the course of the meeting dates.

***Pattern 3: Audit******Examples***

- I. The Department reserves the right to audit the Hotel records to determine the amount of actual Damages resulting from attrition.
- II. The group reserves the right to examine the Hotel's guest list following the conclusion of the group's block in order to confirm the accuracy of the Hotel's results.

**LEGALSIFTER REVIEW and LEGALSIFTER ORGANIZE**

## Hotel: Room Review

### *Sifter searches for*

A provision contemplating review and adjustment of the number of rooms in the room block.

### *Examples*

- I. Hotel agrees to allow for a # percent (#%) reduction in the nightly Room Night Commitment, provided that Group makes a written request for that reduction between the date the Agreement is fully executed and # days prior to Group's arrival date.
- II. If necessary, and subject to availability, the Hotel and the Group shall mutually agree to any adjustments to the room and space block.
- III. On or before December ##, 20##, the parties will evaluate the room block based on current pick up to date and other relevant factors. If necessary, and subject to availability, the Hotel and the Group shall mutually agree to any adjustments to the room block.

## **Hotel: Service Fee Subject to Change**

### *Sifter searches for*

Provision that allows the hotel to change a service fee.

### **Examples**

- I. The combined gratuity and service charge that is in effect on the day of your Event will be added to your account. Currently, the combined charge is equal to 22% of the food and beverage, plus any applicable state and/or local taxes. We will endeavor to notify you in advance of your Event of any increases to the combined charge should different gratuity and/or service charge amounts be in effect on the day of your Event.
- II. Please note that the above taxes may change without notice.
- III. All food, beverage, meeting room rental and audiovisual prices are subject to a 20% service charge and a 5% state tax (subject to change without notice).
- IV. All meeting room, food and beverage, and related services are subject to applicable taxes (currently 10%) and service charge (currently 24%) in effect on the date(s) of the event.

## **Hotel: Submitting a Rooming List**

### ***Sifter searches for***

Provision stating the procedure for submitting a rooming list (a roster of guests and their lodging needs presented to a hotel by a group before a meeting).

### ***Examples***

- I. All reservations made by rooming list will be automatically guaranteed for late arrival by your organisation, unless otherwise noted in this contract.
- II. Except as otherwise stated on Organization's Rooming List, individual attendees will be responsible for payment of their own suites, taxes and incidental charges.
- III. The disputed portion of the bill will be suspended during which time the Hotel shall research the charges and provide documentation (including room lists if applicable) and disputed charges will be paid within 60 days of mutual agreement on the amount due.

## **Hotel: What Relocated Rooms Count Toward**

### ***Sifter searches for***

Provision stating that if group guests are relocated to other hotels, the rooms they occupy at those hotels ("relocated rooms") are nevertheless considered group rooms for specified purposes.

### ***Examples***

- I. Any relocated Event guests shall be credited by Hotel toward the Department's guest room block pick-up for purposes of this Contract and for calculation of Department complimentary guest room credit.
- II. Any rooms relocated will continue to count toward the complimentary room count for such period as Hotel was unable to accommodate attendees.
- III. All such displaced participants and their associated room nights will count towards [Company]'s room night block commitment.

## Hotel: What Resold Rooms Count Toward

### *Sifter searches for*

A provision stating that reselling rooms in the group's block counts toward attrition or cancellation fees.

### ***Pattern 1: Reduced***

#### ***Examples***

- I. Any Attrition Damages due pursuant to the GUEST ROOM ATTRITION clause will be reduced by the guest room revenue received from unused Group guest rooms that are resold by Hotel.
- II. Hotel agrees to offset any cancellation/attrition fees, on a revenue basis, for any revenues generated by the resale of any/all of groups room block (on a last-room sold basis).

### ***Pattern 2: Credited***

#### ***Examples***

- I. Any rooms that are resold by [Company] will be credited to the master account prior to final billing.
- II. The cancellation charge will be considered liquidated damages, not a penalty, and Group will only be charged for rooms that are not resold and remain available for sale.

### ***Pattern 3: 100% Occupancy***

#### ***Examples***

- I. For any day that the Hotel achieves 100% occupancy during the official event dates, the Group will receive credit for full achievement of the contracted block for that day.
- II. However, on a date Group does not meet its Guest Room Minimum and Hotel achieves 100% occupancy for that date, the Guest Room Minimum will be considered to be fulfilled for that date and no Attrition Fee will be due for that date.



## **Human Material: Definition**

### *Sifter searches for*

A definition of the defined term "Human Material".

### *Examples*

- I. Human Material means ...
  
- II. Provider will transfer to Recipient the following materials and/or the following data (collectively "Human Material"): ...

## **Human Subject: Definition**

### *Sifter searches for*

A definition of the defined term "Human Subject".

### *Examples*

- I. Human Subject means ...
  
- II. This Agreement is between Provider and Recipient, for the transfer of material isolated from individuals who have participated in clinical research (each a “Human Subject”), with or without accompanying data, to be used for research purposes as further defined below.

## **Inaccurate Statement of Fact**

### *Sifter searches for*

References to inaccurate statements of fact (commonly referred to as representations).

### *Examples*

- I. Any representation or warranty made or repeated or deemed to have been made or repeated by [Company] or [Company] in this Agreement proves to have been incorrect or misleading as to such Person in any material respect when made or repeated or deemed to have been made or repeated.
- II. any representation or warranty of any Credit Party contained in any Operative Agreement, or in any certificate, report furnished or delivered by any Credit Party to Agent or Lessor is incorrect, incomplete or misleading in any material respect when made or reaffirmed, as the case may be...

## **Incorporation of Recitals**

### ***Sifter searches for***

A provision that seeks to establish the legal effect of recitals.

### ***Pattern 1: Binding***

#### ***Examples***

- I. The recitals set forth above are incorporated herein and, by this reference, are made part of this Agreement as if fully set forth herein.
- II. The above recitals are incorporated by reference herein and made a part hereof as set forth verbatim.

### ***Pattern 2: Nonbinding***

#### ***Examples***

- III. The purpose of the recitals is to set out concise reasons for the chief provisions of the enacting terms, without reproducing or replacing them and they shall not contain normative provisions or political exhortations.
- IV. The above recitals are not to be interpreted as part of the terms of the agreement.

## Introducing the Indemnification Sifters

**Indemnification, References To** searches for *all references* to indemnification.

**Indemnification, Obligation to Indemnify** searches for all references to indemnification *obligations*.

**Indemnification: Carveouts** looks for all carveouts from the scope of indemnification.

**Indemnification: Carveouts** is also the "parent" Sifter of five narrower "child" Sifters, which look for specific carveouts:

- **Indemnification: Bad-Faith Carveout**
- **Indemnification: Carveout for Breach of Contract**
- **Indemnification: Fraud Carveout**
- **Indemnification: Intentional-Misconduct Carveout**
- **Indemnification: Negligence Carveout**

If you have one or more of the child Sifters switched on and the contract you're sifting contains a relevant provision, **Indemnification: Carveouts** would also flag that provision. To avoid that kind of double-flagging, you could switch off **Indemnification: Carveouts**, but otherwise relevant provisions that don't address any of the child subtopics wouldn't be flagged.

## Indemnification: Acts of Subcontractors

### *Sifter searches for*

References to indemnification that covers acts of subcontractors.

### *Examples*

- I. Consultant shall indemnify, defend and hold harmless Client and its Additional Indemnitees from and against all Losses resulting from Claims that arise out of or are in connection with the performance by Consultant of the Services or its other obligations under this Agreement, in each case to the extent caused by or to the extent arising out of any negligent (including strict liability), wanton or intentional act or omission of Consultant or any of its subcontractors.
  
- II. Contractor agrees to defend, indemnify and hold harmless Indemnitees from and against any Claims arising from or attributable to any acts or omissions of Contractor, its subcontractors, or anyone employed by them or anyone for whose acts they may be liable, which constitute a failure to comply with any laws, rules, ordinances or regulations of any governmental entity or agency.
  
- III. CONTRACTOR agrees to protect, defend, indemnify and hold harmless COMPANY Group, as defined below in Section 16(a), from and against any fines, penalties, damages, demands, losses, claims or causes of action arising out of the failure of CONTRACTOR, its subcontractors or its or their employees or agents to comply with all applicable laws, rules, and regulations, whether federal, state, municipal or foreign.

## Indemnification: Bad-Faith Carveout

### *Sifter searches for*

A provision eliminating bad faith on the part of the indemnified party from the scope of indemnification.

### *Examples*

- I. So long as the Administrator, or its agents, acts without willful misfeasance, bad faith or Gross Negligence in the performance of its duties, and without reckless disregard of its obligations and duties hereunder, the Trust assumes full responsibility on behalf of each Fund and shall indemnify the Administrator and hold it harmless from and against any and all actions, suits and claims, whether groundless or otherwise, and from and against any and all claims, demands, losses, damages, costs, charges, reasonable counsel fees and disbursements, payments, expenses and liabilities (including reasonable investigation expenses) arising directly or indirectly out of any act or omission of the Administrator in carrying out its duties hereunder.
- II. The Company agrees to indemnify the Rights Agent for, and to hold the Rights Agent harmless from and against, any loss, liability, damage, judgment, fine, penalty, cost or expense (each, a “Loss”) suffered or incurred by the Rights Agent and arising out of or in connection with the Rights Agent’s performance of its obligations under this Agreement, including the reasonable and documented costs and expenses of defending the Rights Agent against any claims, charges, demands, actions or suits arising out of or in connection in connection with the execution, acceptance, administration, exercise and performance of its duties under this Agreement, including the costs and expenses of defending against any claim of liability arising therefrom, directly or indirectly, or enforcing its rights hereunder, except to the extent such Loss has been determined by a final non-appealable decision of a court of competent jurisdiction to have resulted from the Rights Agent’s gross negligence, bad faith or willful misconduct.

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## LEGALSIFTER REVIEW and LEGALSIFTER ORGANIZE

### **Indemnification: Breach of Agreement**

#### *Sifter searches for*

A provision stating that indemnification applies with respect to losses caused by breach by the indemnifying party of its obligations under the agreement.

#### ***Pattern 1: Breach***

##### ***Examples***

- I. Consultant will indemnify and hold harmless Company from and against any and all claims, suits, actions, demands, and proceedings against Company and all losses, costs, and liabilities directly related thereto, arising out of or related to: (i) a claim that any item, material, and other deliverable delivered by Consultant under this Agreement that infringes any intellectual property rights of a third party; (ii) any violation of Consultant's obligations that cause harm in reputation or financial harm to Company; (iii) any negligence on behalf of Consultant; or (iv) any breach of this Agreement by Consultant.
- II. Subject to Section 13.3, each Party shall defend, indemnify and hold harmless the other Party, its Affiliates and their respective directors, officers, employees and agents (collectively, such Party's "Indemnitees") from and against all liabilities, losses, damages, and expenses, including reasonable attorneys' fees and costs (collectively "Losses") resulting from all Third Party claims, suits, actions, or demands (collectively, the "Claims") to the extent that such Losses are incurred, relate to or arise out of (a) the material breach of any provision of this Agreement or a Related Manufacturing Agreement by the indemnifying Party or its affiliates (or inaccuracy of any representation or warranty made by such Party in this Agreement or a Related Manufacturing Agreement), or (b) ...

#### ***Pattern 2: No Indemnification Except Breach***

##### ***Examples***

- I. Seller shall not be required to indemnify Purchaser and Purchaser Indemnitees for aggregate Damages under Section 11.2(c)(ii) in excess of fifteen percent (15%) of the Purchase Price, except for Damages directly arising from claims for breaches of Sections 5.2, 5.3, 5.4, 5.6 or 5.8.
- II. Notwithstanding any other provision of this Agreement to the contrary, except with respect to a breach of Section 3.14(d), Seller and Seller Owners will have no obligation to indemnify any Buyer Indemnified Persons from and against any Taxes of the Acquired Companies that are attributable to Post-Closing Tax Periods.



## Indemnification: Cap and Basket

### *Sifter searches for*

A cap on indemnification obligations and/or an indemnification "basket," namely a threshold, expressed as a dollar amount, that indemnifiable losses must reach before the indemnification obligation is triggered.

### *Pattern 1: Cap*

#### *Examples*

- I. The aggregate liability of the Seller Indemnifying Parties pursuant to Section 10.02(a) (Indemnification by the Seller) (including pursuant to Section 10.02(a)(i) for breaches of Fundamental Representations) shall not exceed the Final Consideration less the Transaction Expenses, provided that the aggregate liability of all Seller Indemnifying Parties pursuant to Section 10.02(a)(i) (Indemnification by the Seller) for breaches of representations and warranties, other than Fundamental Representations, shall not exceed \$### (each of the foregoing two limitations, the "Indemnity Cap").
- II. Notwithstanding anything to the contrary contained in this Agreement, the Seller Indemnifying Parties shall not be required to make payments on account of claims for indemnification under this Agreement (including from the Indemnification Escrow Funds) in excess of the total cash proceeds received by the Seller pursuant to this Agreement.

### *Pattern 2: Basket*

#### *Examples*

- I. No [Company A] Indemnified Party shall be entitled to require payment in respect of any Loss pursuant to the indemnities contained in Section 9.2(a), excluding any such indemnification in respect of [Company B] Fundamental Representations, and [Company B] shall not be liable for any indemnity payment thereunder unless: (i) the aggregate amount finally agreed or adjudicated of any such individual loss exceeds \$### (the "Minimum Loss Amount"); and

## **Indemnification: Carveout for Breach of Contract**

### *Sifter searches for*

A provision eliminating breach of contract on the part of the indemnified party from the scope of indemnification.

### *Examples*

- I. Except in the case of willful misconduct (with respect to any Covered Person who is not an officer or other employee of the Company) or willful misconduct, gross negligence or bad faith (with respect to any Covered Person who is an officer or other employee of the Company), or in the case of a breach of this Agreement or any other agreement with the Company or its Subsidiaries to which any such Covered Person is a party, each Person (and the heirs, executors or administrators of such Person) who was or is a party or is threatened to be made a party to, or is involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, in such Person's capacity as a Covered Person, and such action, suit or proceeding relates to an act or omission of such Covered Person acting in its capacity as such, shall be indemnified and held harmless by the Company to the fullest extent permitted by the Laws of the State of Delaware (including indemnification for acts or omissions constituting negligence, gross negligence or breach of duty); provided, that the foregoing indemnification shall not be available to a Member in the case of an action, suit or proceeding brought by a Member or any other party to this Agreement against such Member.

## Indemnification: Carveouts

### *Sifter searches for*

Carveouts limiting the scope of indemnification.

### *Examples*

- I. The Company agrees to indemnify the Rights Agent for, and to hold the Rights Agent harmless from and against, any loss, liability, damage, judgment, fine, penalty, cost or expense (each, a “Loss”) suffered or incurred by the Rights Agent and arising out of or in connection with the Rights Agent’s performance of its obligations under this Agreement, including the reasonable and documented costs and expenses of defending the Rights Agent against any claims, charges, demands, actions or suits arising out of or in connection in connection with the execution, acceptance, administration, exercise and performance of its duties under this Agreement, including the costs and expenses of defending against any claim of liability arising therefrom, directly or indirectly, or enforcing its rights hereunder, except to the extent such Loss has been determined by a final non-appealable decision of a court of competent jurisdiction to have resulted from the Rights Agent’s gross negligence, bad faith or willful misconduct.
- II. The Borrower hereby further agrees to indemnify and hold harmless the Lender, its affiliates, and each of their directors, officers and employees, agents and advisors (each, an “Indemnified Party”) against all losses, claims, damages, penalties, judgments, liabilities and expenses (including, without limitation, reasonable attorneys’ fees, charges and disbursements and settlement costs (including, without limitation, all expenses of litigation or preparation therefor) whether or not any Indemnified Party is a party thereto) which any of them may pay or incur arising out of or relating to this Agreement, the other Loan Documents, the transactions contemplated hereby, or any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by Borrower, or the direct or indirect application or proposed application of the proceeds of any Credit Extension hereunder except to the extent that they are determined in a final non-appealable judgment by a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of applicable Indemnified Party.

## **Indemnification: Claim Deemed Accepted**

### *Sifter searches for*

A provision stating that if the indemnifying party does not timely dispute a claim, it will be deemed to have accepted liability for that claim.

### *Examples*

- I. If the Indemnifying Party does not object by written notice within such period, the amount of Losses set forth on such Indemnification Notice shall be deemed accepted and agreed upon, and final, conclusive and binding upon the Parties .
- II. If the Company notifies any Indemnified Party that it does not dispute its liability to such Indemnified Party with respect to such Claim, or fails to notify such Indemnified Party within fifteen (15) days whether the Company disputes its liability to such Indemnified Party with respect to such third party Claim, the Losses in the amount specified in the Claim Notice will be conclusively deemed a liability of the Company hereunder, and the Company shall pay the amount of such Losses in the amount specified in the Claim Notice to such Indemnified Party on demand.

## **Indemnification: Conflict of Interest**

### *Sifter searches for*

References to conflicts of interest in the context of indemnification.

### *Examples*

- I. A Party or any of its Affiliates or their respective directors, officers, employees or agents (the “Indemnitee”) that intends to claim indemnification under this Article 10 shall promptly notify the other Party (the “Indemnitor”) of any claim or action in respect of which the Indemnitee intends to claim such indemnification, and the Indemnitor shall assume the defense thereof with counsel mutually satisfactory to the Parties; provided, however, that an Indemnitee shall have the right to retain its own counsel, with the fees and expenses to be paid by the Indemnitor, if representation of such Indemnitee by the counsel retained by the Indemnitor would be inappropriate due to actual or potential conflicting interests between such Indemnitee and any other Party represented by such counsel in such proceedings.
- II. If the Indemnifying Party does not assume the defense of the Indemnified Party, or if a conflict precludes the Indemnifying Party from assuming the defense, then the Indemnifying Party shall reimburse the Indemnified Party on a monthly basis for the Indemnified Party's reasonable defense expenses through separate counsel of the Indemnified Party's choice.

## Indemnification: Defending Claims

### *Sifter searches for*

Provisions that address assuming control of, or participating in, indemnification claims.

### ***Pattern 1: Assume Defense***

#### ***Examples***

- I. To assume the defense of a Nonparty Claim, the Vendor must notify the Acme Indemnitee that it is doing so.
- II. The Company, in its sole discretion, may elect to assume the defense of any demand, claim, action, suit, proceeding or investigation against the Calculation Agent and of which the Calculation Agent is required to provide notice to the Company pursuant to Section 3(a).

### ***Pattern 2: Participate in Defense***

#### ***Examples***

- I. The Indemnified Party shall be entitled to participate in (but not control) the defense of any such action, with its own counsel and at its own expense, and shall be entitled to any and all information and documentation relating thereto.
- II. The Fund shall be entitled to participate at its own expense in the defense, or, if it so elects, to assume the defense of any litigation or proceeding brought to enforce any claims, and if the Fund elects to assume the defense, the defense shall be conducted by counsel chosen by the Fund.

## Indemnification: Defending Claims

### *Pattern 3: Retain Counsel*

#### *Examples*

- I. The Indemnified Parties shall have the right, in their sole discretion to: (a) retain counsel of their own choosing to represent them with respect to any claim; and (b) control the response thereto and the defense thereof, including the right to enter into settlements or take any other remedial, corrective, or other actions. LICENSEE shall, at its own expense, provide attorneys reasonably acceptable to [\*\*\*] to defend against any actions brought or filed against any [\*\*\*] Indemnitee hereunder with respect to the subject of indemnity contained herein, whether or not such actions are rightfully brought.
- II. The Fund shall be entitled to participate at its own expense in the defense, or, if it so elects, to assume the defense of any litigation or proceeding brought to enforce any claims, and if the Fund elects to assume the defense, the defense shall be conducted by counsel chosen by the Fund.

### *Pattern 4: Cooperate*

#### *Examples*

- I. At no cost or expense to the indemnified party, the indemnifying party shall cooperate with the indemnified party and its counsel in contesting any Indemnity Claim.
- II. Each Indemnified Party shall reasonably cooperate with the Indemnifying Party in the defense of claims and suits that the Indemnifying Party defends, and the Indemnifying Party shall reimburse each Indemnified Party for out-of-pocket expenses incurred in cooperating at the Indemnifying Party's request.

## Indemnification: Exclusive Remedy

### *Sifter searches for*

Provisions stating that indemnification is the exclusive remedy under a contract.

### *Examples*

- I. Anything elsewhere in this Agreement to the contrary notwithstanding, it is the intention of Supplier and Distributor that indemnification, as provided in this Section 5.7, shall be the exclusive remedy for any and all breaches of representation, warranty, covenant, or agreement contained in this Agreement , except for specific performance of covenants specified in this Agreement, provided that the foregoing shall not limit the right of the Parties to such equitable remedies as may be available.
- II. Except as otherwise expressly set forth in this Agreement, and except as to fraud, following the Closing, the indemnification provisions of this Article XI shall be the sole and exclusive remedies of any Sellers' Related Entities and any Buyer-Related Entities, respectively, for any Losses (including any Losses from claims for breach of contract, warranty, tortious conduct (including negligence) or otherwise and whether predicated on common law, statute, strict liability, or otherwise) that it may at any time suffer or incur, or become subject to, as a result of, or in connection with, any breach of or inaccuracy with respect to any representation or warranty set forth in this Agreement by the Buyer or the Sellers , respectively, or any breach or failure by the Buyer or the Sellers, respectively, to perform or comply with any obligation or covenant set forth herein.
- III. The indemnification obligations under this Section 6(a) are not exclusive and will be in addition to any liability which the Company might otherwise have and shall not limit any rights or remedies which may otherwise be available at law or in equity to each Underwriter Indemnified Party .



## Indemnification: Fraud Carveout

### *Sifter searches for*

Provisions eliminating fraud on the part of the indemnified party from the scope of indemnification.

### *Examples*

- I. Manager (and each of its Affiliates, directors, officers, employees, consultants and agents) (each an “Indemnified Party”) shall be indemnified and saved harmless by the Managed Entity from and against all liabilities and expenses (including judgments, fines, penalties, amounts paid in settlement and counsel fees), reasonably incurred in connection with any action, suit or proceeding to which an Indemnified Party may hereafter be made a party by reason of the Manager providing Services hereunder to the Managed Entity provided that Manager shall not be finally adjudged in such action, suit or proceeding as liable for or guilty of fraud, wilful misconduct, or Gross Negligence, in relation to the matter or matters in respect of which indemnification is claimed.
- II. The Company shall indemnify and hold harmless [Company] and its Subsidiaries and their respective directors, officers, employees, accountants, consultants, legal counsel and other agents (each, an “Indemnified Party”) from and against any and all losses and reasonable out-of-pocket expenses suffered or incurred by them in connection with the Financing Consent Letters and the performance of their respective obligations under this Section 4.8 and any information utilized in connection therewith (except to the extent directly resulting from the gross negligence, willful misconduct and/or fraud of such Indemnified Party; provided, that [Company] and its respective Affiliates, and not the Company, shall be responsible for any general expenses incurred in connection with the transactions contemplated hereby to the extent such expenses are not exclusively related to the performance of such Indemnified Party’s obligations under this Section 4.8.

## Indemnification: Hold Harmless

### *Sifter searches for*

The phrase "hold harmless".

### *Examples*

- I. Each party agrees to indemnify and hold harmless the other party and the other party's directors, officers, agents and employees, from and against any and all penalties, claims, actions, liability, loss, damages or expense (including court costs and reasonable attorneys' fees) ("Damages") arising out of the indemnifying party's act or omission that results in the unauthorized access to, or the disclosure, loss, destruction or use of PHI (the Misuse of PHI), or other material breach of the terms of this Exhibit; provided, however, that if both Covered Entity and Business Associate are partially responsible for the Misuse of PHI, both Covered Entity and Business Associate shall bear financially liability for any resulting Damages in proportion to their respective responsibility for the Misuse of PHI.
- II. Agency hereby agrees to indemnify, defend, and hold harmless the Contractor and each of the Agency's officers, directors, shareholders, agents and employees, from and against any and all claims, demands, losses, liabilities, actions, lawsuits and other proceedings, judgments and awards, and costs and expenses (including reasonable attorneys fees), arising directly or indirectly, in whole or in part, out of any matter related to any breach by Agency of this Agreement or any acts or omissions by Agency in its performance of this Agreement.

## Indemnification: Inaccurate Statements of Fact

### *Sifter searches for*

References to inaccurate statements of fact as a basis for indemnification.

### *Examples*

- I. [Party A] shall defend, indemnify, and hold harmless [Party B], and its officers, directors, employees, and agents, from and against any and all liabilities, claims, suits, actions, and expenses, including reasonable attorneys' fees (collectively, "Damages"), as a result of a third party claim, to the extent arising out of or in any way attributable to negligence or willful misconduct by [Party A], or the inaccuracy or breach of any representation or warranty made by [Party A] under this Agreement or any breach of this Agreement by [Party A].
- II. The Company agrees to defend, indemnify and hold Consultant harmless from and against any and all claims, liabilities, losses, damages, and expenses arising out of any breach by the Company of its warranties, representations, covenants and obligations outlined in this Agreement.
- III. Client will indemnify [Company] against any and all Losses resulting from or arising out of any Action brought against [Company] caused by Client, any Authorized User, or their respective agents or employees, or which result, directly or indirectly, from Client's breach of any representation or warranty made by Client in this Agreement

## **Indemnification: Infringing the Intellectual Property of Others**

### ***Sifter searches for***

A provision stating that indemnification applies with respect to losses caused by infringing the intellectual property of others.

### ***Pattern 1: Infringing***

#### ***Examples***

- I. Seller shall indemnify, defend and hold harmless Buyer, its Subsidiaries and their respective directors, officers, employees and agents (“Section 11.03 Indemnitees”) from and against any and all losses, damages, liabilities, costs and expenses incurred by any Section 11.03 Indemnitee arising from a third party claim alleging that any portion of the Products, in each case supplied by or on behalf of Seller under this Agreement, infringes or misappropriates Intellectual Property.
- II. Company will indemnify and hold harmless Consultant from and against all claims, damages, losses and expenses, including court costs and reasonable attorneys’ fees, arising out of or resulting from, and, at Consultant’s option, Company will defend Consultant against: (i) any action by a third party against Consultant that is based on a claim that any Consultant in his service to Company, or Company is infringing, misappropriating or violating a third party’s Intellectual Property Rights; and

### ***Pattern 2: No Indemnification Except Infringing***

#### ***Examples***

- I. (A) NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY BREACH HEREOF (INCLUDING FOR LOSS OF DATA OR PROFITS, OR COST OF COVER), WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND WHETHER UNDER A THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE; AND (B) EXCEPT FOR LIABILITIES ARISING OUT OF ANY VIOLATION, MISAPPROPRIATION OR INFRINGEMENT OF A PARTY’S INTELLECTUAL PROPERTY RIGHTS OR FROM A BREACH BY EITHER PARTY OF SECTION 11.1.]

## Indemnification: Insurance Proceeds

### *Sifter searches for*

Provisions deducting the amount of insurance proceeds received by an indemnified party for a claim from the amount the indemnifying party has to pay with respect to that claim.

### *Examples*

- I. Notwithstanding any provision in this Agreement, the Company shall not be obligated under this Agreement to make any indemnification payment in connection with any claim involving Indemnitee: (a) for which payment has actually been made to or on behalf of Indemnitee under any insurance policy or other indemnity provision, except with respect to any excess beyond the amount paid under any insurance policy or other indemnity provision; or
- II. The amount of Damages recoverable by a Purchaser Indemnitee pursuant to this ARTICLE 10 with respect to an indemnity claim shall be reduced by (i) the amount of insurance proceeds or other amounts actually recovered by such Purchaser Indemnitee with respect to the Damages to which such indemnity claim relates, net of any retention, deductible or collection costs and expenses in connection therewith or increases in premiums payable as a result thereof; (ii) the amount of any available judicial deposits directly relating to such indemnity claim to the extent actually recovered by such Purchaser Indemnitee and (iii) the amount of any accrual or reserve to the extent specifically identified as relating to the subject of such indemnity claim and expressly included as a current liability in the calculation of Closing Net Working Capital and taken into account in the calculation of the Final Purchase Price.
- III. Payments by an Indemnifying Party pursuant to this ARTICLE 9 in respect of any Losses will be limited to the amount of any Losses that remain after deducting therefrom any insurance proceeds or any similar third-party recovery actually received by the Indemnified Party in respect of any such Losses, less any directly-related costs and expenses, including the reasonable aggregate out-of-pocket cost of pursuing any related insurance claim and any directly-related increases in insurance premiums or other chargebacks.

## **Indemnification: Intentional-Misconduct Carveout**

### *Sifter searches for*

Provision eliminating intentional misconduct on the part of the indemnified party from the scope of indemnification.

### *Examples*

- I. The Company agrees to indemnify the Rights Agent for, and to hold the Rights Agent harmless from and against, any loss, liability, damage, judgment, fine, penalty, cost or expense (each, a “Loss”) suffered or incurred by the Rights Agent and arising out of or in connection with the Rights Agent’s performance of its obligations under this Agreement, including the reasonable and documented costs and expenses of defending the Rights Agent against any claims, charges, demands, actions or suits arising out of or in connection in connection with the execution, acceptance, administration, exercise and performance of its duties under this Agreement, including the costs and expenses of defending against any claim of liability arising therefrom, directly or indirectly, or enforcing its rights hereunder, except to the extent such Loss has been determined by a final non-appealable decision of a court of competent jurisdiction to have resulted from the Rights Agent’s gross negligence, bad faith or willful misconduct.
  
- II. The Borrower hereby further agrees to indemnify and hold harmless the Lender, its affiliates, and each of their directors, officers and employees, agents and advisors (each, an “Indemnified Party”) against all losses, claims, damages, penalties, judgments, liabilities and expenses (including, without limitation, reasonable attorneys’ fees, charges and disbursements and settlement costs (including, without limitation, all expenses of litigation or preparation therefor) whether or not any Indemnified Party is a party thereto) which any of them may pay or incur arising out of or relating to this Agreement, the other Loan Documents, the transactions contemplated hereby, or any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by Borrower, or the direct or indirect application or proposed application of the proceeds of any Credit Extension hereunder except to the extent that they are determined in a final non-appealable judgment by a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of applicable Indemnified Party.

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## LEGALSIFTER REVIEW and LEGALSIFTER ORGANIZE

### **Indemnification: Negligence**

#### *Sifter searches for*

A provision stating that indemnification applies with respect to losses caused by negligence on the part of the indemnifying party.

#### ***Pattern 1: Negligence***

##### ***Examples***

- I. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor.
- II. The Consultant shall indemnify and save harmless the Company from and against any and all claims, charges, demands, losses, damages, costs, penalties or expenses arising as a result of (a) the Consultant's failure to provide the Services in a timely fashion, (b) a breach of the Consultant's representations, warranties or covenants in this Agreement, (c) death or personal injury caused by the Consultant's negligence or wilful misconduct, (d) physical loss or damage to the Company's property or premises caused by the Consultant's negligence or wilful misconduct, and (e) the Consultant's infringement or violation of the proprietary or intellectual property rights of any third party.

#### ***Pattern 2: No Indemnification Except Negligence***

##### ***Examples***

- I. [Company] shall not be liable for any error of judgment or mistake of law or for any loss suffered by the Fund and any of its officers, directors, employees, successors and permitted assigns in connection with the matters to which this Agreement relates, except a loss resulting from [Company's] willful misfeasance, bad faith or negligence on its part in the performance of its duties hereunder or from reckless disregard by it of its obligations and duties under this Agreement or except as expressly stated otherwise in the Error Policy.
- II. Except as otherwise expressly provided herein, Custodian shall not be liable for any costs, expenses, damages, liabilities or claims, including attorneys' and accountants' fees (collectively, "Losses"), incurred by or asserted against the Trust, except those Losses arising out of Custodian's or Custodian's Affiliate's fraud, negligence or willful misconduct.

## Indemnification: Negligence Carveout

### *Sifter searches for*

Provision eliminating negligence or gross negligence on the part of the indemnified party from the scope of indemnification.

### *Examples*

- I. The Company agrees to indemnify the Rights Agent for, and to hold the Rights Agent harmless from and against, any loss, liability, damage, judgment, fine, penalty, cost or expense (each, a “Loss”) suffered or incurred by the Rights Agent and arising out of or in connection with the Rights Agent’s performance of its obligations under this Agreement, including the reasonable and documented costs and expenses of defending the Rights Agent against any claims, charges, demands, actions or suits arising out of or in connection in connection with the execution, acceptance, administration, exercise and performance of its duties under this Agreement, including the costs and expenses of defending against any claim of liability arising therefrom, directly or indirectly, or enforcing its rights hereunder, except to the extent such Loss has been determined by a final non-appealable decision of a court of competent jurisdiction to have resulted from the Rights Agent’s gross negligence, bad faith or willful misconduct.
- II. The Borrower hereby further agrees to indemnify and hold harmless the Lender, its affiliates, and each of their directors, officers and employees, agents and advisors (each, an “Indemnified Party”) against all losses, claims, damages, penalties, judgments, liabilities and expenses (including, without limitation, reasonable attorneys’ fees, charges and disbursements and settlement costs (including, without limitation, all expenses of litigation or preparation therefor) whether or not any Indemnified Party is a party thereto) which any of them may pay or incur arising out of or relating to this Agreement, the other Loan Documents, the transactions contemplated hereby, or any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by Borrower, or the direct or indirect application or proposed application of the proceeds of any Credit Extension hereunder except to the extent that they are determined in a final non-appealable judgment by a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of applicable Indemnified Party.



## Indemnification: Nonparty Claims

### *Sifter searches for*

Provisions indemnifying a party for nonparty claims.

### *Examples*

- I. In addition to the indemnity provided in the Registration Rights Agreement, subject to this Section 4.8, the Company will indemnify and hold each Purchaser and its directors, officers, ... (each, a “Purchaser Party”) harmless from any and all losses, liabilities, obligations, claims, contingencies, damages, costs and expenses, including all judgments, amounts paid in settlements, court costs and reasonable attorneys’ fees and costs of investigation that any such Purchaser Party may suffer or incur, as a result of or relating to: (1) third party claims against such Purchaser relating to any breach of any of the representations, warranties, covenants or agreements made by the Company ...
- II. The Borrower hereby further agrees to indemnify and hold harmless the Lender, its affiliates, ... (each, an “Indemnified Party”) against all losses, claims, damages, penalties, judgments, liabilities and expenses ... arising out of or relating to this Agreement, the other Loan Documents, the transactions contemplated hereby, or any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by Borrower, or the direct or indirect application or proposed application of the proceeds of any Credit Extension hereunder except to the extent that they are determined in a final non-appealable judgment by a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of applicable Indemnified Party.
- III. The Purchaser agrees to indemnify and hold each member of the Seller Group and its Affiliates and any and all of their respective partners, directors, ... (each, a “Sellers Indemnified Party”) harmless from and against, and will pay to each Sellers Indemnified Party the amount of, any and all Losses awarded against or incurred or suffered by such Sellers Indemnified Party, whether or not involving a third party claim, demand, action or proceeding, arising out of:

## Indemnification: Notice Accepting or Disputing a Claim

### *Sifter searches for*

A reference to the indemnifying party notifying the indemnified party that it accepts or disputes a claim.

### *Examples*

- I. Within seven (7) days of receipt of the notice of Claim, the Indemnifying Party shall give the Indemnified Party notice of whether it accepts or in good-faith disputes its duty to defend and indemnify.
- II. Indemnification Notice shall be delivered as soon as reasonably practicable upon becoming aware of any fact or circumstance that gives rise to an indemnification claim under Section 8.01 or Section 8.02; provided, however, that if the Indemnifying Party disputes any items set forth in such Indemnification Notice, it shall notify the Indemnified Person (by written notice within ten (10) days of delivery of the relevant Indemnification Notice) of the dispute and the basis for its objection.
- III. During the 20-day period commencing upon the delivery by an Indemnitee to the Representative of a Notice of Indemnification Claim (the “Dispute Period”), the Indemnifying Party shall deliver to the Indemnitee a written response (the “Response Notice”) in which the Indemnifying Party : (i) agrees that the full Claimed Amount is owed to the Indemnitee ; (ii) agrees that part (but not all) of the Claimed Amount is owed to the Indemnitee ; or (iii) asserts that no part of the Claimed Amount is owed to the Indemnitee.

## **Indemnification: Notice of Nonparty Claim**

### *Sifter searches for*

References to an indemnified party giving notice of a nonparty claim.

### **Examples**

- I. INDEMNITEES shall give written notice to LICENSEE in a reasonably timely manner after learning of such CLAIM.
- II. The Party claiming indemnity under this Article 11 (the "Indemnified Party") shall give written notice to the Party from whom indemnity is being sought (the "Indemnifying Party") promptly after learning of such Claim.

## **Indemnification: Obligation to Indemnify**

### *Sifter searches for*

Provisions imposing an obligation to indemnify.

### *Pattern 1: Indemnification*

#### *Examples*

- I. Recipient shall indemnify, defend and hold Service Provider, Service Provider 's Affiliates and their respective Representatives harmless from and against any and all Losses resulting from any third party claims, actions, suits or proceedings or from any action, decision, order or judgment by any Governmental Authority ("Claims") to the extent such Losses are caused by Recipient 's violation of Law, fraud, willful misconduct or gross negligence in connection with performing its duties, responsibilities and obligations under this Agreement or breach of Article VI.
- II. The Consultant shall indemnify and save harmless the Company from and against any and all claims, charges, demands, losses, damages, costs, penalties or expenses arising as a result of (a) the Consultant 's failure to provide the Services in a timely fashion, (b) a breach of the Consultant 's representations, warranties or covenants in this Agreement, (c) death or personal injury caused by the Consultant 's negligence or wilful misconduct, (d) physical loss or damage to the Company 's property or premises caused by the Consultant's negligence or wilful misconduct, and (e) the Consultant's infringement or violation of the proprietary or intellectual property rights of any third party.

## **Indemnification: Obligation to Indemnify**

### ***Pattern 2: No Indemnification***

#### ***Examples***

- I. the Company shall not be liable to indemnify Indemnitee under this Agreement for any amounts paid in settlement of any action or claim affected without the Company's written consent.
- II. If Indemnitee fails to timely challenge an Adverse Determination, or if Indemnitee challenges an Adverse Determination and such Adverse Determination has been upheld by a court of competent jurisdiction in a final and non-appealable decision then, to the extent and only to the extent required by such Adverse Determination or final decision, the Company shall not be obligated to indemnify or advance Expenses to Indemnitee under this Agreement .

### ***Pattern 3: No Indemnification Except***

#### ***Examples***

- I. Notwithstanding any other provision herein, REIT will not be responsible or liable to any Indemnified Party or any other person or entity for damages arising from the use by others of any information or other materials obtained through internet, electronic, telecommunications or other information transmission systems, except to the extent the same resulted from the gross negligence, bad faith or willful misconduct of REIT or any of REIT's officers, directors, employees, affiliates, advisors, agents and/or controlling persons (to the extent determined by a court of competent jurisdiction in a final and non-appealable judgment).
- II. To the maximum extent permitted by law, [CompanyA] and the [CompanyA] Parties shall not be liable for, and [CompanyB] waives all claims for, any loss, damage or injury to person or property sustained by [CompanyB] or any person claiming by, through or under [CompanyB] resulting from any accident or occurrence in, on, or about the Leased Property, except to the extent arising from the gross negligence or intentional misconduct by [CompanyA] or its agents, employees or contractors or a [CompanyA] Default.

## Indemnification: Period for Bringing a Claim

### *Sifter searches for*

References to the deadline for a party to file a claim for indemnification.

### *Examples*

- I. Seller will have no indemnification liability for the breach of any representation or warranty set forth in article 2 unless, on or before March 31, Buyer notifies Seller of a claim specifying the factual basis of that claim in reasonable detail to the extent known by Seller; provided, however, that any claim with respect to breach of any Buyer Fundamental Representation may be made until the expiration of the applicable statute of limitations.
- II. If the Closing occurs, Seller shall have liability under Section 11.02(a) with respect to any Breach of a representation or warranty, only if on or before the date that is six months after the Closing Date, Buyer notifies Seller of a claim, specifying the factual basis of the claim in reasonable detail to the extent known by Buyer.
- III. Purchaser hereby agrees to indemnify, defend and hold harmless the Sellers from and against any and all actual and direct Losses severally, arising out of, or resulting from or in connection with any act of fraud or gross negligence or wilful misconduct of the Purchaser, provided that: (i) the total liability of the Purchaser to Sellers pursuant to this Clause shall not exceed the Purchase Consideration paid to the Sellers; and (ii) claim against such Loss is made by the relevant Seller to the Purchaser within 18 (eighteen) months from the Closing Date.

## Indemnification: References To

### *Sifter searches for*

References to indemnification.

### *Examples*

- I. Recipient shall indemnify, defend and hold Service Provider, Service Provider's Affiliates and their respective Representatives harmless from and against any and all Losses resulting from any third party claims, actions, suits or proceedings or from any action, decision, order or judgment by any Governmental Authority ("Claims") to the extent such Losses are caused by Recipient's violation of Law, fraud, willful misconduct or gross negligence in connection with performing its duties, responsibilities and obligations under this Agreement or breach of Article VI.
  
- II. The Party claiming indemnity under this Article 11 (the "Indemnified Party") shall give written notice to the Party from whom indemnity is being sought (the "Indemnifying Party") promptly after learning of such Claim."

## Indemnification: Settling Claims

### *Sifter searches for*

References to settlement of claims in the context of indemnification.

### *Examples*

- I. An Indemnified Party will not settle, or consent to any entry of judgment, in any Proceeding without obtaining the prior written consent of the Indemnifying Party
- II. No Indemnifying Party shall, without the prior written consent of the Indemnified Party, effect any settlement of any claim or pending or threatened proceeding in respect of which the Indemnified Party is or could have been a party and indemnification could have been sought hereunder by such Indemnified Party unless such settlement includes an unconditional release of each such Indemnified Party from all losses, claims, damages or liabilities arising out of such claim or proceeding and such settlement does not admit or constitute an admission of fault, guilt, failure to act or culpability on the part of any such Indemnified Party.
- III. Indemnifying Party shall not settle any such action, claim or other matter and agrees to the complete control of such defense or settlement by [Company1]; provided, however, that such settlement does not adversely affect [Company2]'s rights hereunder or impose any obligations on [Company2] in addition to those set forth herein in order for it to exercise such rights.



## Indemnification: Taxes

### *Sifter searches for*

A provision stating that indemnification applies to taxes owed.

### ***Pattern 1: Taxes***

#### ***Examples***

- I. All sums subject to deductions, if any, required to be withheld and/or paid under any applicable national, regional or municipal laws or union or professional guild regulations, shall be Consultant's sole responsibility and Consultant shall indemnify and hold [Company] harmless from all damages, claims and expenses arising out of or resulting from any claims asserted by any taxing authority as a result of or in connection with those payments.
- II. The Consultant shall be solely responsible for and shall indemnify the Company from any and all taxes, governmental charges, interest, penalties and other claims by a government entity or any other person (including current and former employees and contractors of the Consultant ) arising out of the Consultant 's activities with respect to this Agreement, including, but not limited to, harmonized sales tax, provincial sales tax, income tax, Canada Pension Plan contributions, Employment Insurance premiums, employer health tax, workers compensation contributions and any other taxes and statutory withholdings payable by Consultant and/or that were not withheld, deducted or remitted by the Company on behalf of the Consultant and/or its employees or contractors.

## **Indemnification: Violations of Law**

### ***Sifter searches for***

A provision stating that indemnification applies with respect to losses caused by violations of law.

### ***Pattern 1: Violates***

#### ***Examples***

- I. The Strategic Consultant will indemnify the Company for all costs, including any interest, penalties and legal expenses and fees that the Company may incur as a result of the Strategic Consultant 's non-compliance with any laws.
- II. Consultant shall defend, indemnify, and hold harmless AssetMark, Assetmark affiliates, and their directors, officers, agents, employees, subsidiaries and successors in interest from and against any claim, action, proceeding, liability, loss, damage, fine, sanction, cost, or expense, including, without limitation, attorneys' fees, experts' fees and court costs, arising out of Consultant 's failure to comply with applicable laws and regulations in its performance of the Services.

### ***Pattern 2: No Indemnification Except Violation***

#### ***Examples***

- I. Subject to Section 15.0, [CompanyA] shall be under no liability whatsoever to compensate [CompanyB] or make any other payment to [CompanyB] for any decision to recall, initiate a market withdrawal or take any other corrective action with respect to the Product contemplated in this Section 9.7, unless such action results from a breach of the provisions of this Agreement or a violation of Applicable Laws and Regulations by [CompanyA] or its Affiliates.

## **Independent Contractor**

### *Sifter searches for*

A provision saying that a party is acting as an independent contractor.

### *Examples*

- I. Nothing in this Agreement shall in any way be construed to constitute Consultant as an agent, employee or representative of the Company, but Consultant shall perform the Services hereunder as an independent contractor.
- II. The parties are independent contractors.
- III. In all respects, the status of the Manager to the Owner under this Management Agreement is that of an independent contractor.

## **Industry Standards: Definition**

### *Sifter searches for*

A definition of the defined term "Industry Standards".

### *Examples*

- I. Section 19.1 of the contract refers to Industry Standards.
- II. "Industry Standards" means...

## Information Security: Access Limited to Authorized Users

### *Sifter searches for*

A provision stating that only authorized users may access information technology.

### ***Pattern 1: Authorized***

#### ***Examples***

- I. Access controls must be implemented for Information Systems, Networks and Applications that verify the identity of all users and restrict access to authorized users.
- II. Customers who interact with the products via the user interface must authenticate before accessing non-public customer data.

### ***Pattern 2: Unauthorized***

#### ***Examples***

- I. Technical controls will be implemented to prevent assets and/or users outside the [Company] network from accessing the system.
- II. [Company] shall have controls that are designed to maintain the logical separation such that access to systems hosting Client Data and/or being used to provide Services to Client will uniquely identify each individual requiring access, grant access only to authorized personnel based on the principle of least privileges, and prevent unauthorized access to Client Data.

## Information Security: Access to Logs

### *Sifter searches for*

References to access to logs.

### ***Pattern 1: Authorized***

#### ***Examples***

- I. Vendor must protect all log files against modification, deletion, or unauthorized access.
- II. Restrict access to security logs to authorized individuals, and protect security logs from unauthorized modification.
- III. Integrity of log files must be maintained and protected from tampering by restricting access to systems that store log information.

### ***Pattern 2: Available***

#### ***Example***

- I. Customer agrees that, even with purchased Systems, the [Company] log files and the computer containing them, are the property of [Company], agrees not to tamper with or destroy [Company] log files or the computer, and to make available such log files and computer to [Company] at reasonable times within [\*\*] hours of [Company] request.

### ***Pattern 3: Inspect***

#### ***Examples***

- I. Logs must be maintained for inspection by [Company] for a minimum of xx (xx) days.
- II. Access logs shall be reviewed by Supplier at least daily and provided to [Company] for inspection upon reasonable request.

## Information Security: Audits and Testing

### *Sifter searches for*

Provisions regarding a vendor's data security program being subject to auditing.

### ***Pattern 1: Internal***

#### ***Examples***

- I. Licensor further agrees that it will monitor and test its Data Safeguards from time to time, and further agrees to adjust its Data Safeguards from time to time in light of relevant circumstances or the results of any relevant testing or monitoring.
- II. At least once per year, Service Provider shall conduct site audits of the information technology and information security controls for all facilities used in complying with its obligations under this Agreement.

### ***Pattern 2: External***

#### ***Examples***

- I. Licensor will, on at least an annual basis, hire a third party auditing firm to perform a Statement on Standards for Attestation Engagements (SSAE) No. 16 audit, or equivalent audit, on internal and external Licensor procedures and systems that access or contain Customer Data.
- II. During the term of this Agreement, Licensor will engage, at its own expense and at least one time per year, a third party vendor reasonably acceptable to Customer to perform penetration and vulnerability testing (“Penetration Tests”) with respect to Licensor’s systems.

## Information Security: Audits and Testing

### ***Pattern 3: Customer***

#### ***Examples***

- I. If requested by Customer, Vendor shall, on a quarterly basis: (A) permit security reviews (intrusion detection, firewalls, routers) by Customer on systems storing or processing Customer Data and on Vendor policies and procedures relating to the foregoing.
  
- II. Upon Customer's written request, to confirm Service Provider's compliance with this Agreement, as well as any applicable laws, regulations and industry standards, Service Provider grants Customer or, upon Customer's election, a third party on Customer's behalf, permission to perform an assessment, audit, examination or review of all controls in Service Provider's physical and/or technical environment in relation to all Personal Information being handled and/or services being provided to Customer pursuant to this Agreement.

### ***Pattern 4: Unspecified Author***

#### ***Examples***

- I. Conduct monthly space audit program to assess and report compliance with corporate space standards, monitor utilization, and verify the integrity of the data in the database.



## Information Security: Change Management

### *Sifter searches for*

Provisions relating to how changes in information technology are handled.

### *Examples*

- I. All Service Requests - projects, change requests and new requirements will be managed through a defined process.
- II. All changes must be tested prior to the change being scheduled.
- III. Substantial changes must be documented.

## Information Security: Cooperation in Investigating Security Incidents

### *Sifter searches for*

References to a party cooperating in connection with a security incident.

### *Examples*

- I. In the event of a Data Breach, or in the event that Vendor suspects a Data Breach, vendor shall: 1) promptly notify Customer by telephone and 2) cooperate with Customer and law enforcement agencies, where applicable, to investigate and resolve the Data Breach, including without limitation by providing reasonable assistance to Customer in notifying injured third parties.
- II. [Company] will reasonably cooperate with [Customer] in the event of any Governmental Authority inquiry related to or arising out of a Data Breach.
- III. In the event that either Party discovers any breach of its security safeguards or measures that involves unlawful or otherwise unauthorized access, disclosure or use of the other Party's Confidential Information, including Customer Information (each a "Security Incident"), such Party shall, at its cost, (A) promptly notify the disclosing Party in writing, and in no event later than forty-eight (48) hours after discovery of said Security Breach, and (B) reasonably cooperate with the disclosing Party to take commercially reasonable measures necessary to remedy any such Security Breach.

## Information Security: Disposing of Media

### *Sifter searches for*

References to media being disposed of by various means.

### *Examples*

- I. Supplier will securely sanitize all media used to create, receive, transmit, transact, or store Data in accordance with NIST Special Publication 800-88 Guidelines for Media Sanitization, as may be updated from time to time, prior to disposal or re-use of any such media or device.
- II. All media must be securely erased electronically by overwriting or degaussing, or physically destroyed prior to disposal or reassignment to another system.
- III. Media cleansing/wipe products and processes must comply with NIST SP 800-88 standard, “Guidelines for Media Sanitization” (or its successor) or equivalent industry standards.

## Information Security: Encrypting Data at Rest and in Transit

### *Sifter searches for*

References to transmitting encrypted data.

### *Examples*

- I. [Company] shall also encrypt Client Data that is in transit, moving over wired and wireless local and/or wide area networks and the internet.
- II. Provider shall maintain appropriate technological, procedural and administrative measures so that all Confidential Information is encrypted when in transit across the public Internet between Provider and [Company].
- III. Provider shall not transmit [Company] Confidential Information via any wireless technology, e-mail, or the internet unless the connection is encrypted using industry standard algorithms or mechanisms that have not been deprecated or otherwise been shown to be vulnerable to attack.

## Information Security: Encrypting Data on Portable Devices and Removable Media

### *Sifter searches for*

References to encrypting data other than on servers.

### *Examples*

- I. If [Company] stores any Client Data on digital or electronic portable storage devices such as computer laptops, smart phones, CDs, diskettes, portable drives, magnetic tapes and other similar devices, [Company] will encrypt such Client Data using 128-bit or higher encryption, and will take such other steps to protect such stored Client Data from unauthorized use, loss or disclosure.
- II. Provider shall not store unencrypted Key Confidential Information on any electronic device that is portable, and Provider will remove all Key Confidential Information from any device before moving that device.
- III. Full-disk encryption must be implemented.

## Information Security: Encrypting Passwords

### *Sifter searches for*

References to encrypted passwords.

### ***Pattern 1: Noun Phrase***

#### ***Examples***

- I. Authentication will be implemented using a minimum of username and encrypted password verification.
- II. [Company] shall use password encryption to protect all devices.

### ***Pattern 2: Noun-Verb-Noun***

#### ***Examples***

- I. Passwords and PINs, (including nonhuman and temporary passwords/PINs), must be stored in an encrypted format.
- II. Passwords must be encrypted when transmitted between Information Systems, Network Devices and Applications and when stored.

## Information Security: Encryption

### *Sifter searches for*

References to encryption of information.

### *Examples*

- I. [Company] shall provide for (i) computer and technology security systems, including firewalls and encryption where appropriate.
- II. Notwithstanding anything to the contrary herein, any and all email communications (both text and attachments) by or from the Indenture Trustee that the Indenture Trustee deems to contain confidential, proprietary, and/or sensitive information may be encrypted.

## Information Security: Encryption Key Management

### *Sifter searches for*

Provisions relating to how encryption keys are managed.

### *Examples*

- I. Vendor must use commercially available cryptographic algorithms and all deployed encryption solutions must follow commercially reasonable practices in key management.
- II. Encryption keys must be protected in storage, and must not be stored on the same systems that perform the encryption / un-encryption.
- III. The Contractor shall securely generate and manage encryption keys to prevent unauthorized decryption of information in accordance with FIPS 140-2 (as amended).



## Information Security: Encryption Standards

### *Sifter searches for*

References to standards required for encryption.

### *Examples*

- I. [Company] will define in its WISP minimum standards for data encryption.
- II. Such techniques shall require (i) key length of 128 bits or more for symmetric Encryption and (ii) key length of 2048 bits or more for asymmetric Encryption.
- III. All Private Data is encrypted in accordance with Company's and its Subsidiaries' contractual commitments and representations made in the Company Privacy Policies and in accordance with industry practices regarding encryption technologies and key management practices.

## Information Security: Firewalls and Preventing or Detecting Intrusion

### *Sifter searches for*

References to firewalls and preventing or detecting intrusion.

### ***Pattern 1: Firewall***

#### ***Examples***

- I. All electronic or computer files containing any Confidential Client Information shall be password secured and firewall protected from access by unauthorized persons;
- II. Firewall management processes must be documented and meet industry standards.
- III. Distributor will use commercially reasonable commercial business practices for IT security, including but not limited to maintenance of a written information security program; use of anti-malware, anti-virus, and firewall systems.

### ***Pattern 2: Intrusion***

#### ***Examples***

- I. These safeguards include a written data security plan, employee training, information access controls, restricted disclosures, systems protections (e.g., intrusion protection, data storage protection and data transmission protection) and physical security measures.
- II. This may include deploying intrusion detection /intrusion prevention controls to block, monitor, and alert [Company] of security incidents that may require escalation to, and response from, [Company] incident response personnel on a 24 hours per day, 7 days per week, 365 days per year basis.

## Information Security: Fixing Vulnerabilities

### *Sifter searches for*

References to fixing information-technology vulnerabilities.

### *Examples*

- I. Have and use a documented process to remediate security vulnerabilities in the Information Resources, including, but not limited to, those discovered through industry publications, vulnerability scanning, virus scanning, and the review of security logs, and apply appropriate security patches promptly with respect to the probability that such vulnerability can be or is in the process of being exploited.
- II. Response to and recovery after, an incident or vulnerability has been detected or issues have arisen—Service Provider coordinates joint response and recovery with regard to shared systems and Recipient is responsible for the response and recovery for all other systems used or utilized by Recipient.
- III. [Company] may require you to fix such vulnerabilities to continue providing services to you.

## Information Security: General References to Physical Security Measures

### *Sifter searches for*

General references to physical security measures.

### *Examples*

- I. These safeguards include a written data security plan, employee training, information access controls, restricted disclosures, systems protections (e.g., intrusion protection, data storage protection and data transmission protection) and physical security measures.
- II. The Transfer Agent has implemented and maintains, and at a minimum agrees to comply with and continue to comply with, at each service location physical and information security and data protection safeguards against the destruction, loss, theft, unauthorized access, unauthorized use, or alteration of the [Customer] Confidential Information in the possession of the Transfer Agent that will be no less rigorous than those described in the Information Security Schedule attached hereto as Schedule 10.2, and from time to time enhanced in accordance with changes in regulatory requirements.
- III. Supplier shall document, implement and maintain processes, systems and technical, physical and administrative information security safeguards to protect Personal Data that is appropriate and commensurate to the risk associated with the relevant Processing activities.

## Information Security: Granting Access Based on Need

### *Sifter searches for*

A provision saying that access to information technology is limited to those who need it.

### ***Pattern 1: Need***

#### ***Examples***

- I. Supplier shall limit access to Personal Data to those employees, agents, and authorized subcontractors who have a need to know the Personal Data in order for Supplier to provide the Services to [Company] and who have agreed in writing to protect the Personal Data in compliance with applicable laws and [Company] policies including, without limitation, commitments of confidentiality by contract or otherwise under statutory obligations of confidentiality.
- II. To the extent made accessible to [Company], [Company] shall, at all times, limit access to [Client] Data and [Client] Confidential information to those employees or subcontractors that have an actual need to access such data for purposes of providing the Services.

### ***Pattern 2: Perform***

#### ***Examples***

- I. Access to [Company] Information Systems, Networks and Applications by Supplier Personnel is limited to the purposes of performing Services as specified in the Agreement with [Company].
- II. ...ensure that any employee, director, agent, contractor or affiliate of [Company] or any third party with access to [Client] Personal Data only access such [Client] Personal Data in connection with the provision of access to or procurement of performance of the Services or where permitted by applicable law.

## Information Security: Granting Access Based on the Principle of Least Privilege

### *Sifter searches for*

A provision saying (by using the phrase "least privilege") that a user may access only the information that they need.

### *Examples*

- I. [Company] shall have controls that are reasonably designed to maintain the logical separation such that access to systems hosting Client Data and/or being used to provide services to Client will uniquely identify each individual requiring access, grant access only to authorized personnel based on the principle of least privileges, periodically review and attest to the validity of individual's access and prevent unauthorized access to Client Data.
- II. ...undertake background checks during the recruitment process, subject to applicable laws, and require employee training, and undertake to ensure that employees providing services with respect to this Agreement have appropriate access to the [Client] applications on a "least privilege" basis, all as appropriate to the employee's responsibilities;
- III. [Company] shall have controls that are designed to maintain the logical separation such that access to systems hosting [Client] Data and/or being used to provide services to [Client] will uniquely identify each individual requiring access, grant access only to authorized personnel based on the principle of least privileges, and prevent unauthorized access to [Client] Data.

## Information Security: Hardening or Configuration

### *Sifter searches for*

References to hardening or configuring information technology for increased security.

### ***Pattern 1: Verb***

#### ***Examples***

- I. Configure firewalls, network routers, switches, load balancers, domain name servers, mail servers, and other network components in accordance with commercially reasonable industry standards.
- II. Configure all infrastructure, platforms and services (operating systems, web servers, database servers, firewalls, routers, etc.) used to provide products and services under the Agreement , and all authentication mechanisms, according to industry-recognized best practices.
- III. Ensure all infrastructure platforms, authentication mechanisms, and services (operating systems, web servers, database servers, etc.) used to provide goods and/or services under this Agreement are configured and utilized according to Good Industry Practice.

### ***Pattern 2: Noun***

#### ***Examples***

- I. Establish and maintain baseline configurations and inventories of information systems throughout the respective system development life cycles.
- II. The Accessing Party will maintain secure configuration of its Systems in accordance with its own configuration management policies.

## Information Security: Limiting Physical Access

### *Sifter searches for*

Provisions that limit who has access to facilities.

### *Examples*

- I. Control physical access to information system output devices (e.g. printers, faxes, etc.) to prevent unauthorized individuals from obtaining the output.
- II. [Company] shall maintain systems located in [Company] facilities that host Client Data or provide Services under the Agreement in an environment that is designed to be physically secure and to allow access only to authorized individuals.
- III. Except with the advance written consent of Subhosting and Customer, Customer's access to the Data Center shall be limited solely to the Representatives.



## Information Security: Log Management General References

### *Sifter searches for*

General references to log management.

### *Examples*

- I. Supplier will implement user administration procedures that are used by Supplier to: (i) define user roles and their privileges; (ii) govern how access is granted, changed, and terminated; (iii) address appropriate segregation of duties; and (iv) define the requirements and mechanisms for logging/monitoring.
- II. In addition to the logging and monitoring described elsewhere in these Requirements, Servicer must implement logging systems and log reviews reasonably sufficient to detect Loss or Misuse of [Company] Highly Confidential Information.
- III. [Company] has implemented, and agrees to maintain, commercially reasonable administrative safeguards that include, but are not limited to, ... (ii) logging procedures to proactively monitor user and system activity, ...

## Information Security: Maintaining an Incident Response Plan

### *Sifter searches for*

References to maintenance of a plan to respond to security incidents.

### *Examples*

- I. Supplier will maintain a formal incident response plan, which shall, at minimum, address detecting, analyzing, prioritizing and handling security incidents.
- II. A documented incident response plan must be maintained and tested at least annually.
- III. As described in Appendix 2, the Security Measures cover ongoing confidentiality, integrity, availability and resilience of Processor's Systems and services; to help restore timely access to personal data following an incident; and for regular testing of effectiveness.

## Information Security: Maintaining Logs

### *Sifter searches for*

References to maintaining logs.

### **Pattern 1: Noun**

#### **Examples**

- I. ...installation, maintenance and updating of a log management application to accumulate application logs in one place for monitoring and review;
- II. Maintain, for the term of the Master Agreement (or such longer period as may be required by law or contract), detailed logs files concerning all activity on [Company] systems including, without limitation:
- III. [Company] will: (1) collect security or log data in a text based format; ...

### **Pattern 2: Verb**

#### **Examples**

- I. The [Company] element manager shall log operator commands to provide an operations audit trail.
- II. The [Company] shall log all ordering, collection planning, tasking, reception, archiving, cataloging and production operations.
- III. [Company] shall log and retain records of all information security incidents.

## Information Security: Malware, Absence

### *Sifter searches for*

A statement of fact or an obligation relating to whether software contains viruses.

### *Examples*

- I. Supplier warrants that the Deliverables as delivered and unmodified will be free from any viruses, worms, disabling programming codes, instructions or other such items known at the time of delivery that may threaten, infect, damage, disable or otherwise interfere with the permitted use of the Deliverables (Virus).
- II. Each of [Company] and Party shall take commercially reasonable measures to ensure that no Viruses or similar items are coded or introduced into the Party Services or the Information Systems of [Company], Party or any of their respective Affiliates.
- III. Supplier provides products “as is” if customer encounters or product contains any viruses, worms, bad code, or other infectious code.

## Information Security: Malware, Preventing

### *Sifter searches for*

References to malware prevention and antivirus software.

### ***Pattern 1: Antivirus***

#### ***Example***

- I. Supplier must install and maintain the latest anti-virus and malware protection software on the system and have in place scheduled malware monitoring and system scanning to protect [Company] Personal Information from anticipated threats or hazards and protect against unauthorized access to or use of [Company] Personal Information.

### ***Pattern 2: Malware***

#### ***Examples***

- I. Any systems hosting [Company] Information must employ a commonly accepted standard for malware prevention controls, or have anti-virus software with current signatures.
- II. Third Party email systems must employ tools to block spam, phishing attempts, and malware and should publish a Sender Policy Framework (SPF) record.

## Information Security: Malware, Transmitting

### *Sifter searches for*

Provisions that relate to the transmission of computer viruses.

### *Examples*

- I. Customer will use commercially reasonable efforts, including using a Virus detection/scanning program, in order to remove any Disabling Devices from its systems that may be transmitted to or otherwise present any harm to [Company]'s systems.
- II. Each Party shall notify the other Party promptly in the event of becoming aware of the actual or potential transmission of any identified computer virus by such Party to the other Party.

## Introducing the Managing Information Security Incidents Sifters

If you're interested in provisions relating to how information-security data breaches are handled, use **Information Security: Managing Security Incidents** (formerly known as **Data Security: Data Breach Management**).

That Sifter is also the "parent" Sifter of three "child" Sifters that search for provisions relating to different aspects of security incidents:

**Information Security: Cooperation in Investigating Security Incidents** searches for references to a party cooperating in investigating security incidents.

**Information Security: Mitigating the Effect of Security Incidents** searches for references to mitigating the effects of a security incident.

**Information Security: Notifying the Other Party of an Incident** searches for a provision requiring one party to notify the other whenever a security incident occurs.

If you're interested in just what one or more of the child Sifters look for, make sure **Information Security: Managing Security Incidents** is switched off when you use one or more of the three child Sifters. But if you're interested in having the broadest coverage of managing security incidents as well as being alerted to specific kinds of security-incident provisions, keep the parent switched on too.

## Information Security: Managing Security Incidents

### *Sifter searches for*

Provisions stating what a vendor is required to do in the event of a security breach affecting customer data.

### ***Pattern 1: Cooperating***

#### ***Example***

- I. [Party A] will reasonably cooperate with [Party B] in the event of any Governmental Authority inquiry related to or arising out of a Data Breach.

### ***Pattern 2: Mitigating***

#### ***Example***

- II. Service Provider shall [take reasonable steps to/use best efforts to] immediately remedy any Security Breach and prevent any further Security Breach at Service Provider's expense in accordance with applicable privacy rights, laws, regulations and standards.

### ***Pattern 3: Notifying***

#### ***Example***

- III. Contractor shall immediately notify Customer after becoming aware of any unauthorized access to, acquisition, disclosure, loss, use of, or any other potential corruption, compromise, or destruction of any Personally Identifiable Information ("Security Breach").



## Information Security: Mitigating the Effect of Security Incidents

### *Sifter searches for*

References to mitigating the effects of a security breach.

### *Examples*

- I. Service Provider will take appropriate actions to contain and mitigate any Security Breach, while preserving all relevant data to the greatest extent feasible
- II. Service Provider shall further take all such measures and actions as are necessary to remedy or mitigate the effects of the Security Incident and shall keep [Customer] informed about all developments in connection with the Security Incident.
- III. If Processor becomes aware of a Data Incident, Processor will: (a) notify Customer of the Data Incident promptly and without undue delay; and (b) promptly take reasonable steps to minimize harm and secure Customer Data.

## Information Security: Monitoring Facilities

### *Sifter searches for*

References to monitoring facilities.

### *Examples*

- I. The on-site security operation personnel monitor Closed Circuit TV (CCTV) cameras and all alarm systems.
  
- II. [Company] data centers maintain an on-site security operation responsible for all physical data center security functions 24 hours a day, 7 days a week.
  
- III. CCTV cameras are in operation both inside and outside the data centers.

## Information Security: Monitoring Logs

### *Sifter searches for*

References to monitoring logs.

### *Examples*

- I. [Company] shall regularly review the logs of all key events within [Company] systems (preferably using automated tools) and notify Customer upon identification of any Incidents in accordance with Section (ii)(a) of this Schedule.
  
- II. Logs shall be regularly (with the period commensurate with risk) reviewed by [Company], either manually or using log parsing tools.

## Information Security: Multifactor Authentication

### *Sifter searches for*

References to two-factor authentication and multifactor authentication.

### *Examples*

- I. To prevent data processing systems from being used without authorization (system access control), the following are applied: authentication via passwords and/or two-factor authentication, documented authorization processes, documented change management processes, and logging of access on several levels.
- II. Managed Two-Factor Authentication Services include: (i) support and administration of token authentication for access control; and (ii) administration, which includes additions, changes and deletions of Customer user identification.
- III. Multi-factor authentication is required for all [Company] personnel with access to systems containing customer data.

## Information Security: Notification of Change

### *Sifter searches for*

A provision requiring that a party give notice of change to information technology.

### *Examples*

- I. Provider will notify [Customer] in advance of any material changes in its system or technology environment, including changes to the physical location where data is stored or primary services are performed.
- II. Licensor shall notify Licensee, in advance, of any known or potential impact that the Services, including, but not limited to Maintenance, could have on Licensee's production environment.
- III. If the Servicer updates, edits or otherwise makes material changes to its systems or to the Review Materials, the Servicer will promptly notify the [Customer] of any such material changes and provide new or updated sample Review Materials (and, to the extent impacted, the "Tests" in Schedule B) to the [Customer].

## Information Security: Notifying Nonparties of an Incident

### *Sifter searches for*

Provisions relating to a party notifying or not notifying others about a security incident.

### ***Pattern 1: Notice***

#### ***Example***

1. Customer is solely responsible for complying with notification obligations provided by Data Protection Legislation or Non-European Data Protection Legislation, as applicable to Customer, and fulfilling any third party notification obligations related to any Data Incident(s).

### ***Pattern 2: Press Release***

#### ***Example***

1. Not issue any press release or any other public notice that relates to a Data Breach involving [specific content area] without getting [Company] approval, unless expressed by Law.

### ***Pattern 3: Publicize***

#### ***Example***

1. Except as required by law, the Accessing Party will not serve any notice of or otherwise publicize a Security Incident without the prior written consent of the other party.

## Information Security: Notifying the Other Party of an Incident

### *Sifter searches for*

A provision requiring a party to notify the other whenever a security breach occurs.

### *Examples*

- I. Contractor shall immediately notify Exelon after becoming aware of any unauthorized access to, acquisition, disclosure, loss, use of, or any other potential corruption, compromise, or destruction of any Personally Identifiable Information ("Security Breach").
- II. Consultant agrees to notify Client as soon as it becomes aware of any actual unintended access of any Consultant system that may access, process, or store data, files, Work Product, Confidential Information or Personal Data produced under, provided under or related to this Agreement or any SOW subject to this Agreement.

## Information Security: Password Attributes

### *Sifter searches for*

Provisions specifying the attributes of passwords selected by the user.

### *Example*

- I. Passwords should be at least eight (8) alphanumeric characters, using mixed upper and lower case, numbers and special characters.



## Information Security: Patches and Other Fixes

### *Sifter searches for*

References to patches and other information-technology fixes.

### *Examples*

- I. Vendor shall use and maintain appropriate administrative, physical, and technical safeguards for the protection of all IP against unauthorized disclosure or access, or accidental or unlawful destruction, loss, or alteration. Vendor shall include, without limitation, (a) industry standard firewalls for all data entering internal data network from any external source; (b) industry standard anti-virus and anti-spyware software protection programs and techniques to prevent harmful software code from affecting the IP, monitoring for vulnerabilities and apply appropriate patches on a regular and ongoing basis;
- II. In addition, currently the following security processes are applied: intrusion detection system, patch and vulnerabilities management, centralized logging and alerting, and firewalls.
- III. [Company] shall (i) use the most current version of software required to support the performance of Services , including anti-virus and other security software, (ii) regularly review its software applications and systems in light of new products or software releases providing enhanced functionality, and (iii) replace or “patch” existing software as enhancements become available as determined appropriate by [Company] and consistent with good industry practice.

## Information Security: Paying Security Incident Expenses

### *Sifter searches for*

Provisions requiring that a party pay costs arising out of security incidents.

### *Examples*

- I. In the event of a Security Incident, Supplier agrees to provide at Supplier's expense one (1) year of credit monitoring and identity restoration services to affected individuals if required by applicable law.
  
- II. Where applicable law requires notice to data subjects whose data was improperly disclosed or accessed, or imposes other required remedial actions, Supplier will bear the cost of the legally required actions and notices to data subjects and government entities, and will bear the cost of related actions that are in accordance with prevailing industry best practices, including credit monitoring services and establishing a call center to respond to inquiries from data subjects, as reasonably required by [Company].
  
- III. Supplier shall promptly at its own expense take actions (including any actions [Company] reasonably requests) to comply with applicable laws and regulations governing Data Breaches and related matters.

## Information Security: PCI Standards, Complying With

### *Sifter searches for*

Obligations or statements of fact regarding provisions requiring or not requiring compliance with the Payment Card Industry (PCI) Data Security Standards.

### *Examples*

- I. Consultant that processes and/or stores credit card information on behalf of Company is required to meet all PCI security standards, and provide proof of compliance and efforts at maintaining ongoing compliance..
- II. The new class of encryption complies with the strict and practice-oriented requirements of PCI DSS.
- III. Company must be in compliance with the Payment Card Industry Data Security Standards (PCI DSS) from PCI Security Standards Council.

## Information Security: PCI Standards, Proof of Compliance

### *Sifter searches for*

References to proof of compliance with the Payment Card Industry (PCI) Data Security Standards.

### *Examples*

- I. At least once per year, upon Company's request, Providers North American subsidiary shall provide to Company an Attestation of Compliance to PCI Standard as set forth in II.C .
- II. This requirement can be met by the Data Processor demonstrating a valid PCI compliance certification and/or the relevant and required sections (as determined by the Data Processor) from the latest annual PCI DSS compliance audit performed on the Data Processor.
- III. Audits conducted must include forensic reviews and reports on compliance, as well as any and all information related to the Unauthorized Use, and must identify the cause of the Unauthorized Use and confirm whether or not Provider was in compliance with the PCI DSS at the time of the Unauthorized Use i) Provider will promptly provide to Client, the full details of the Unauthorized Use (including, without limitation, a breakdown of all information lost if taken) and audit reports of the Unauthorized Use.

## Information Security: Penetration Tests

### *Sifter searches for*

References to penetration testing.

### *Examples*

- I. [Company] shall also perform annual penetration and vulnerability tests, which are conducted by an independent third party, to validate the security of the networks of [Company].
  
- II. Such assessment will examine the environment(s) used to provide services under the Agreement and may include, but is not limited to, the review of policies, processes and procedures, interviews with key information security personnel, on-site assessment of physical security arrangements, vulnerability scanning of applications, systems, and networks, and penetration testing on any systems that are dedicated exclusively to processing [Client] data.
  
- III. For [Company] systems that host or process Customer Confidential Information, [Company] shall at least annually engage at its own expense a third party service provider for penetration testing and provide Customer with an executive overview of such testing.

## Introducing the Information Security: Physical Security Sifters

This group of Sifters looks for provisions relating to physical security. It includes five Sifters.

**Information Security: Physical Security** is the parent "Sifter" of the following four "child" Sifters, which look for subtopics:

- **Information Security: General References to Physical Security Measures** searches for general references to physical security measures.
- **Information Security: Limiting Physical Access** searches for provisions that limit who has access to facilities.
- **Information Security: Monitoring Facilities** searches for references to monitoring facilities.
- **Information Security: Requiring Personal ID for Physical Access** searches for provisions requiring that visitors to facilities present identification.

If you're interested in having one Sifter look for what all four of the child Sifters look for, use their "parent" Sifter, **Information Security: Physical Security**. Otherwise, to avoid double-flagging, make sure **Information Security: Physical Security** is switched off and use one or more of the four above "child" Sifters.

## Information Security: Physical Security

### *Sifter searches for*

Provisions relating to physical security.

### ***Pattern 1: General References to Physical Security Measures***

#### ***Example***

- I. Supplier shall document, implement and maintain processes, systems and technical, physical and administrative information security safeguards to protect Personal Data that is appropriate and commensurate to the risk associated with the relevant Processing activities.

### ***Pattern 2: Limiting Physical Access***

#### ***Example***

- I. ...Control physical access to information system output devices (e.g. printers, faxes, etc.) to prevent unauthorized individuals from obtaining the output.

### ***Pattern 3: Monitoring Facilities***

#### ***Example***

- I. The on-site security operation personnel monitor Closed Circuit TV (CCTV) cameras and all alarm systems.

### ***Pattern 4: Requiring Personal ID for Physical Access***

#### ***Example***

- I. The data centers are housed in facilities that require electronic card key access, with alarms that are linked to the on-site security operation.

## Information Security: Recovery Objectives, References To

### *Sifter searches for*

References to recovery objectives.

### *Examples*

- I. Vendor's recovery objectives shall not exceed the following during any recovery period:
- II. Recovery Time Objective (RTO) (the time period within which the Services must be restored after a disaster or disruption event): 24 hours.
- III. Recovery Point Objective (RPO) (maximum amount of acceptable data loss, measured in hours or minutes, after a disaster or disruption event): 24 hours.



## Information Security: Reporting Vulnerabilities

### *Sifter searches for*

References to reports on information-system vulnerabilities.

### *Examples*

- I. Vendor shall immediately report all known and verified information security vulnerabilities affecting the technologies and Services provided to Company by contacting; such notification shall include the following information:
- II. Any Vulnerability Assessment conducted by a third party shall use a methodology and scope that complies with Company's most current Ethical Hacking Guidelines (or any successor guidelines) and Vendor shall provide Company with the opportunity to review the resulting report prepared by such third party security assessment firm.
- III. [Party A] shall immediately notify [Party B] of any materially significant security breaches that occur or of any materially significant vulnerabilities in its internal security system of which it becomes aware and which relate to the digital files of Event Feed and shall take reasonable and appropriate measures to correct such vulnerabilities.

## Information Security: Requiring Personal ID for Physical Access

### *Sifter searches for*

Provisions requiring that visitors to facilities present identification.

### ***Pattern 1: Access***

#### ***Examples***

- I. Subscriber and its Representatives shall cooperate with and comply with all reasonable and published security and safety measures provided to Customer by Subhosting from time to time, including the use of entry and exit logs and agreements, key cards, voice, photo, biometric or other personal identification recognition devices, and other mechanisms and devices for registering, tracking, and limiting access to the Data Center.
  
- II. The data centers are housed in facilities that require electronic card key access, with alarms that are linked to the on-site security operation.
  
- III. All entrants to the data center are required to identify themselves as well as show proof of identity to on-site security operations.

### ***Pattern 2: Visitor***

#### ***Example***

- I. Supplier Personnel and authorized visitors must be issued identification cards.

## Information Security: Risk Assessments

### *Sifter searches for*

References to assessing risks relating to information technology.

### ***Pattern 1: Noun***

#### ***Examples***

- I. Without limiting the generality of the foregoing, the Information Security Measures shall provide for: (i) continual assessment and re-assessment of the risks to the security of Customer's Confidential Information uploaded by Customer and maintained by [Vendor] and its personnel and subcontractors in connection with the System, including but not limited to identification of internal and external threats that could result in unauthorized disclosure, alteration or destruction of Customer's Confidential Information; (ii) assessment of the likelihood and potential damage of such threats, taking into account the sensitivity of such Customer's Confidential Information; (iii) assessment of the sufficiency of policies, procedures, information systems of [Vendor] and its Personnel and Subcontractors, and other arrangements in place, to control risks; and (iv) appropriate protection against such risks.
- II. At least annually, conducting a formal, accurate, and thorough assessment of the potential risks to the confidentiality, integrity, and availability of our confidential data (particularly PII).

### ***Pattern 2: Verb***

#### ***Examples***

- I. Once the Data Importer has assessed the risks presented by the Subprocessor, the Subprocessor is required to enter into appropriate security, confidentiality and privacy contract terms.
- II. Such measures shall include, as appropriate: (a) the pseudonymization and encryption of personal data; (b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services; (c) the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident; (d) a process for regular testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing.

## Information Security: Segregating Data

### *Sifter searches for*

References to data being segregated or commingled, or not being segregated or commingled.

### *Examples*

- I. On or before the date that is six (6) months after the Closing Date, [Company] shall, or shall cause its third party vendor to, segregate, compile, host and maintain [Company] Customer Data on a database separate from the database containing any data owned or purported to be owned, or later developed or acquired and owned or purported to be owned, by [Company] or any of its Subsidiaries (other than the [Company] Customer Data).
  
- II. Unless otherwise required in order to fulfill [Company] obligations under this Agreement or permitted in writing by the [Company], the parties agree that the [Company] Confidential Information shall not be: (i) used by [Company] or any [Company] representative other than in connection with providing the Services described in this Agreement, (ii) aggregated or commingled by [Company] or any [Company] representative with [Company] or third party data (provided the [Company] acknowledges and agrees [Company] Confidential Information is not physically segregated from the data of other [Company] clients)...
  
- III. To the extent any Records are co-mingled with data relating to Parent's or any Parent Subsidiary's business (other than the North American Business) in any data collection, data warehouse or databases in Parent's or any Parent Subsidiary's possession or control, Parent, at its sole cost and expense, shall segregate such data and provide it to the Transferred Group Members pursuant to this Section 8.02(b).

## Information Security: Segregating Development and Production Environments

### *Sifter searches for*

References to development and production being segregated in different environments.

### *Examples*

- I. Ensure that system development and testing are performed in distinct environments segregated from the production environment and protected against unauthorized disclosure of Confidential Information.
  
- II. The Accessing Party will implement best practices to manage the secure lifecycle of Systems and software from design, development, test, and use to discontinuation, including without limitation: segregating development, test, and production environments...
  
- III. [Company] shall ensure that system development is performed in distinct environments segregated from the production environment, and protected against unauthorized disclosure of Customer Confidential Information.

## Information Security: Segregation of Duties

### *Sifter searches for*

The phrase "segregation of duties," which refers to critical information-technology functions being allocated to more than one person or department.

### *Examples*

- I. Access controls must be implemented for Information Systems, Networks and Applications that provide appropriate segregation of duties, e.g. different Personnel must perform the access authorization and access administration roles.
- II. Vendor shall also ensure that segregation of duties principles are employed in the assignment of all critical job functions in order to restrict excessive access for any one individual.
- III. User Authorization will follow not less than industry standard best practices, adhering to the concepts of least privilege access, business need to know individual accountability, and separation of duties while utilizing and maintaining a strong authentication mechanism.

## Information Security: SOC and ISO Certification, References To

### *Sifter searches for*

A provision mentioning Service Organization Control ("SOC") audits or ISO certification.

### *Examples*

- I. Company shall be responsible for establishing and maintaining an information security program based on the Industry' Standards Organization ISO 27001:2 (the Standard) that contains appropriate administrative, technical and physical safeguards designed to:
- II. Company is a PCI Compliant Level 1 Service Provider and subject to an annual SSAE-16 audit for SOC I, SOC 2 and SOC 3 attestation standards.
- III. If required by Applicable Law, Provider shall also provide to University, initially and on an annual basis thereafter, a copy of a Statement on Standards for Attestation Engagements (SSAE) No. 16 report obtained by Provider from an auditing firm reasonably acceptable to University with respect to Provider's operations related to its Services under this Agreement.

## Information Security: SOC and ISO Certification Reports

### *Sifter searches for*

References to providing SOC and ISO certification reports.

### *Examples*

- I. At the request of a Fund or Investment Manager, on an annual basis and subject to a written disclaimer and indemnity, [Company] will provide the Fund or Investment Manager with a copy of its reports prepared under Statement on Standards for Attestation Engagements No.18., Service Organization Controls 1 (SOC1), and any requested bridge letter upon request, as applicable to the Services.
- II. If Vendor is hosting any IP or using a third party hosting provider, all IP shall be maintained in ISO 27001, ISAE 3402, SSAE 16/SOC 2 compliant data centers and, upon Client 's request, Vendor shall provide annual certificates of compliance along with annual vulnerability assessment test results.
- III. If required by Applicable Law, Provider shall also provide to University, initially and on an annual basis thereafter, a copy of a Statement on Standards for Attestation Engagements (SSAE) No. 16 report obtained by Provider from an auditing firm reasonably acceptable to University with respect to Provider's operations related to its Services under this Agreement.



## Information Security: System Architecture Design, References To

### *Sifter searches for*

References to system architecture design, diagrams and plans.

### *Examples*

- I. The following topics, as applicable, shall be addressed in Vendor's Information Security Program: 1. The diagrams shall show the detail of the system architecture including, without limitation, the logical topology of routers, switches, Internet firewalls, management or monitoring firewalls, servers (web, application and database), intrusion detection systems, network and platform redundancy.
- II. Process Part 1: Diagrams - System architecture will be examined from existing diagrams, documents and provided by key technology personnel to gain an end to end view.
- III. Such confidential information includes, but is not limited to, algorithms, inventions, ideas, processes, computer system architecture and design, operator interfaces, operational systems, technical information, technical specifications, training and instruction manuals, and the like.

## Information Security: Terminating Access

### *Sifter searches for*

References to terminating access to information.

### *Examples*

- I. Procedures and controls to authenticate and limit access to Confidential Information, whether in electronic or physical form, to authorized individuals and to immediately discontinue access by terminated or otherwise former employees;
- II. [Company] shall have a process to promptly disable access to Client Data by any [Company] personnel who no longer requires such access.
- III. If a Vendor employee or Vendor Representative no longer requires access to [Client] Data, Vendor shall promptly remove the access of that individual and, if the individual has access to [Client] systems, inform [Client] that the individual no longer requires access to [Client] Data.

## Information Security: Tracking Access to Data

### *Sifter searches for*

References to keeping track of users accessing data.

### *Examples*

- I. [Company] shall implement an operational risk management structure that provides, at least: ... (iv) procedures to monitor, track and restrict access to sensitive data, networks, systems, databases and security modules;
  
- II. Systems tools will be used to enforce access controls to computer resources including, but not limited to, authentication, authorization, and event logging where technically feasible;
  
- III. An audit trail should be maintained to track all account activities i.e. accounts details access by agents, transactions made, letters viewed etc.

## Information Security: Training

### *Sifter searches for*

References to providing training in information security.

### ***Pattern 1: Security***

#### ***Examples***

- I. [Company] will provide information security training on approximately an annual basis, to its personnel.
  
- II. Each Company Employee who has access to Personal Information has received training regarding information security that is relevant to each such Company Employee's role and responsibility within the Business and such Company Employee's access to Personal Information, Company Data and/or Confidential Information.

### ***Pattern 2: Awareness***

#### ***Examples***

- I. Ensure that all personnel (including subcontractor personnel) who are involved in the management, use, or operation of IT systems or have access to [Company] Confidential Information, receive annual training in privacy, security awareness and accepted security practices (to include recognizing and reporting suspicious activities that can introduce malicious software).
  
- II. Supplier shall ensure Supplier's workforce, including subcontractors, receive all security awareness training on policies and procedures applicable to their job duties prior to receiving access to Customer Information Systems and Customer Data and periodically thereafter.

## Information Security: Use of Single-User IDs

### *Sifter searches for*

References to each credential for access being issued for use by only one person.

### ***Pattern 1: Single***

#### ***Examples***

- I. Service Provider shall have policies, procedures, and controls requiring appropriate use of access credentials (e.g., user IDs and passwords) to prevent unauthorized access to or use of such credentials and ensure that each user credential is only used by one authorized individual (e.g., a single user ID shared by multiple users is not permitted).
  
- II. [Company] shall have controls that are reasonably designed to maintain the logical separation such that access to systems hosting Client Data and/or being used to provide services to Client will uniquely identify each individual requiring access, grant access only to authorized personnel based on the principle of least privileges, periodically review and attest to the validity of individual's access and prevent unauthorized access to Client Data.

### ***Pattern 2: No Sharing***

#### ***Examples***

- I. Service Provider shall have policies, procedures, and controls requiring appropriate use of access credentials (e.g., user IDs and passwords) to prevent unauthorized access to or use of such credentials and ensure that each user credential is only used by one authorized individual (e.g., a single user ID shared by multiple users is not permitted).
  
- II. Identification and authentication rules include things such as: (a) automated de-provisioning of access to personnel who are no longer with the respective Party ; (b) personal users' identifiers; (c) no default accounts; (d) no accounts are shared among users; (e) authentication methods based on strong password requirements; and/or (f) devices use officially recommended cryptographic mechanisms or biometric devices.

## Information Security: User Access Reviews

### *Sifter searches for*

References to the identity of those authorized to access data.

### *Examples*

- I. Access lists for Information Systems, Network Devices and Applications must be reviewed at least annually and access removed promptly when no longer required.
- II. Vendor shall periodically, at least annually, re-evaluate the list of Authorized Persons and recertify the appropriateness of their access in accordance with the principle of least privileges.
- III. [Company] shall have controls that are reasonably designed to maintain the logical separation such that access to systems hosting Client Data and/or being used to provide services to Client will uniquely identify each individual requiring access, grant access only to authorized personnel based on the principle of least privileges, periodically review and attest to the validity of individual's access and prevent unauthorized access to Client Data.

## Information Security: Vendor Data Security Plan

### *Sifter searches for*

Provisions requiring a vendor to implement a data security program.

### *Examples*

- I. Supplier will establish and maintain information security policies and controls for the facilities, network, and systems at each Service Location that support the delivery of the Secure Services.
- II. In accordance with generally accepted industry practices and the specific requirements set forth herein, Supplier (and Supplier Subcontractors) will establish and maintain at each Service Location Supplier Security Measures sufficient to meet or exceed these Data Security Requirements.

## Information Security: Vulnerability Scans

### *Sifter searches for*

References to identifying information-technology vulnerabilities.

### *Examples*

- I. Identification of security threats and vulnerabilities—Service Provider provides the security guidelines, policies, tool standards and timelines for security reviews (such as third party penetration testing and security assessments) and Recipient is responsible for timely and full participation in such identification efforts, with prompt response and commercially reasonable attempted remediation of any threat or issue found and for security (e.g., phishing) awareness and actions of users;
- II. Industry standard anti-virus and anti-spyware software protection programs and techniques to prevent harmful software code from affecting the IP, monitoring for vulnerabilities and apply appropriate patches on a regular and ongoing basis;
- III. The Trustee will remediate identified security vulnerabilities in accordance with its process.



## Information Security: What to Include When Reporting Security Incidents

### *Sifter searches for*

A description of information to be included when reporting a security incident.

### *Examples*

- I. Notifications will describe, to the extent possible, details of the Data Incident, including steps taken to mitigate the potential risks and steps Supplier recommends Customer to take to address the Data Incident.
  
- II. Any notifications made under this section shall be made to [email address] and to our point of contact with you (when made to the customer), and shall contain:(i) a description of the nature of the incident, including, where possible, the categories and approximate number of individuals concerned and the categories and approximate number of records concerned; (ii) the name and contact details of the point of contact where more information can be obtained; (iii) a description of the likely consequences of the incident; and (iv) a description of the measures taken or proposed to be taken to address the incident including, where appropriate, measures to mitigate its possible adverse effects.
  
- III. As information regarding the Personal Information Breach is collected or otherwise reasonably becomes available to [Company], [Company] will also provide You with (i) a description of the nature and reasonably anticipated consequences of the Personal Information Breach; (ii) the measures taken to mitigate any possible adverse effects and prevent a recurrence; and (iii) where possible, information about the types of Personal Information that were the subject of the Personal Information Breach.

## Introducing the Insurance Sifters

**Insurance: Required to Obtain Insurance** searches for provisions that require a party to get *any kind* of insurance.

If you're interested in specific types of insurance, use the relevant **Insurance: ... References To** sifters (for example, **Insurance: Auto, References To**).

## **Insurance: Additional Insured, References To**

### *Sifter searches for*

A provision naming one or more parties as additional insureds in insurance policies.

### *Examples*

- I. Company shall be named as an additional insured to the Commercial General Liability, Automobile and Umbrella Liability policies with respect to work performed under this Agreement.
- II. The Commercial General Liability policy, if required hereunder, shall include BUYER INDEMNITEE as additional insured in connection with the activities contemplated by the scope of this AGREEMENT to be stated explicitly on the Certificate(s) of Insurance.

## **Insurance: Alternate Employer, References To**

### *Sifter searches for*

References to an alternate employer endorsement to an insurance policy.

### *Examples*

- I. Contractor's Worker's Compensation and Employer's Liability insurance policies shall be endorsed with the "Alternate Employer Endorsement" to extend coverage under such policies to City as an alternate employer.
- II. Worker's compensation and employer's liability insurance must be endorsed with ISO form WC 00 03 01 A (or a substitute form providing equivalent coverage) showing Railroad in the schedule as the alternate employer which must be stated on the certificate of insurance.
- III. The policy may be canceled according to its terms without sending notice to the alternate employer.

**Insurance: Auto, References To***Sifter searches for*

References to automobile insurance.

**Examples**

- I. When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Party must provide or cause to be provided, Automobile Liability Insurance with limits of not less than \$5,000,000 per occurrence for bodily injury and property damage.
- II. Each Party shall purchase and maintain throughout the term of this Agreement insurance that shall include, but not necessarily be limited to personal/commercial automobile liability insurance (including, as appropriate, owned, hired, and borrowed auto coverages).

## **Insurance: Builder's Risk, References To**

### *Sifter searches for*

References to builder's risk insurance.

### *Examples*

- I. Contractor shall be responsible for and shall bear the risk of loss and damage to any property of Contractor and any property for which it is responsible or in its care, custody, or control, wherever located, and any insurance provided for such property shall be solely at Contractors expense, subject to any deductibles and sub limits of the Builders Risk Insurance provided as set forth in and subject to Section [x].
- II. Borrower shall obtain and keep in full force and effect either permanent All Perils insurance coverage or builder's risk insurance coverage as appropriate, reasonably satisfactory to the Administrative Agent, on each of the Qualifying Unencumbered Properties.
- III. As project manager, Manager shall also schedule and coordinate the performance of all authorized construction, shall ensure that adequate insurance coverage is maintained consistent with the requirements of Owner, shall obtain, review and recommend for approval or disapproval by Owner all draw requests and lien waivers from the general contractor and all subcontractors, and shall obtain or cause to be obtained all permits required for the construction and occupancy of the Property.

## **Insurance: Business Interruption, References To**

### *Sifter searches for*

References to business interruption insurance.

### *Examples*

- I. We will pay you for any loss resulting from interruption or interference with the business following action by the police or other competent local, civil or military authority following a danger or disturbance in the vicinity of the premises where access will be prevented provided always that there will be no liability under this additional cover for loss resulting from interruption of the business during the first 24 hours of the indemnity period.
- II. The maximum We will pay under this Clause is \$XX,XXX, or the Business Interruption Sum Insured or limit shown in the Schedule, whichever is the lower, in respect of the total of all losses occurring during the Period of Insurance.
- III. We will pay for the actual loss of business income you sustain due to the necessary suspension of your “operations” during the period of “restoration.”

## Insurance: Cargo, Prohibited Exclusions

### Sifter searches for

A provision saying what exclusions from a carrier's cargo policy are prohibited.

#### *Pattern 1: Not Exclude*

##### *Examples*

- I. [Carrier]'s cargo insurance shall not exclude coverage for infidelity, fraud, dishonesty or criminal acts of [Carrier]'s employees, agents, officers or directors.
- II. [Carrier]'s cargo insurance must not exclude any of the following: theft, fire, hijacking, unattended vehicles, hazardous materials, consumer electronics, clothing, footwear, computer and computer components, and mechanical breakdown of a refrigeration unit

#### *Pattern 2: No Exclusions*

##### *Examples*

- III. Cargo coverage must cover all types of commodities without exclusion.
- IV. Unless approved in advance by [BROKER], the coverage provided under the cargo policy shall have no exclusions or restrictions of any type that would foreseeably preclude coverage, or reduce coverage amount, relating to a cargo loss, damage or delay claim.

#### *Pattern 3: Including*

##### *Examples*

- V. [Company] insurance including coverage for unattended vehicles and employee theft and dishonesty with a minimum limit of \$x per occurrence.



## Insurance: Cargo, References To

### Sifter searches for

References to cargo insurance.

### *Examples*

- I. CARRIER shall procure and maintain, at its sole cost and expense, liability insurance with a reputable and financially responsible insurance carrier insuring CARRIER against liability for personal injury (including death) and property damage in an amount of less than \$# per occurrence and claims, damage or loss of freight in an amount not less than \$# per occurrence and any additional insurance that may be required by applicable law.
- II. Carrier agrees to carry, keep and maintain at its own expense cargo insurance on all merchandise carried hereunder and public liability on all motor vehicles used in transporting commodities under this agreement, in such amounts as will meet the requirements of federal and state regulatory bodies having jurisdiction.
- III. Carrier will provide property damage and public liability insurance to the extent required by applicable statutes, rules or regulations which shall include insurance coverage for all commodities transported pursuant to this Master Agreement and each Agreement for loss by fire, theft, collision or upset to the invoice price of each such shipment (Cargo Insurance).

**Insurance: Contractor or Subcontractor Must Be Insured**

*Sifter searches for*

A requirement that contractors or subcontractors, or both, maintain insurance.

**Examples**

- I. If Seller uses external carriers or subcontractors to perform such delivery services on behalf of Seller, then Seller shall require that all such carriers or subcontractors obtain and maintain adequate insurance coverage with at minimum coverage types and limits as set forth in this Section 5, including Workers Compensation Insurance.
- II. From and after such time as the initial deliveries shall occur under this Agreement, the parties shall maintain, or cause their subcontractor to maintain, the following insurance coverage:
- III. In addition, during the performance of any Tenant Work, in addition to the above coverage required to be maintained by Tenant, Tenant shall cause the general contractor performing any work in the Demised Premises (and the general contractor shall cause its subcontractors) to carry:

## **Insurance: Contractor or Subcontractor Proof of Insurance**

### *Sifter searches for*

A requirement that contractors or subcontractors, or both, provide proof of insurance.

### *Examples*

- I. Tenant shall furnish security or make other arrangements reasonably satisfactory to Landlord to assure payment for the completion of all Alterations work free and clear of liens, and shall provide (and cause each contractor or subcontractor to provide) certificates of insurance for workers' compensation and other coverage in amounts and from an insurance company reasonably satisfactory to Landlord protecting Landlord against liability for personal injury or property damage during construction.
  
- II. In connection with any Alterations anticipated to cost in excess of \$100,000, Tenant shall furnish security or make other arrangements reasonably satisfactory to Landlord to assure payment for the completion of all Alterations work free and clear of liens, and shall, with respect to all Alterations, complete the work free and clear of liens and provide (and cause each contractor or subcontractor to provide) certificates of insurance for workers' compensation and other coverage in amounts and from an insurance company satisfactory to Landlord protecting Landlord against liability for personal injury or property damage during construction.

## **Insurance: Crime, References To**

### *Sifter searches for*

References to insurance policies covering crime.

### *Examples*

- I. Furthermore, during the Term of this Agreement, Company shall maintain a Crime and Cyber Insurance Policy that includes coverage for "Social Engineering" claims and extends coverage to Member.
- II. Subject to Section 9.15, Collateral Agent shall be named as an additional insured on all third-party liability insurance policies of Borrower and each of its Restricted Subsidiaries (other than directors and officers liability insurance, insurance policies relating to employment practices liability, crime or fiduciary duties, kidnap and ransom insurance policies, and insurance as to fraud, errors and omissions), and Collateral Agent shall be named as mortgagee/loss payee on all property insurance policies of each such Person.

## Insurance: Cyber, References To

### *Sifter searches for*

References to insurance covering information-technology risks.

### *Examples*

- I. [Service Provider] agrees to purchase and maintain throughout the term of this Agreement a technology/professional liability insurance policy, including coverage for network security/data protection liability insurance (also called cyber liability) covering liabilities for financial loss resulting or arising from acts, errors, or omissions, in rendering technology/professional services or in connection with the specific services described in this Agreement with a minimum limit of \$## each and every claim and in the aggregate.
- II. Vendor shall obtain and maintain at its own expense the following insurance coverage: cyber risk/ privacy insurance with limits of at least two million dollars (\$##) each claim. [INCREASE TO AT LEAST \$#M IF VENDOR WILL HAVE ACCESS TO PERSONAL INFORMATION].

## **Insurance: Employer's Liability Insurance**

### *Sifter searches for*

References to employer's liability insurance.

### *Examples*

- I. Workers' compensation insurance in accordance with statutory law and employers' liability insurance with a limit of not less than \$x per accident, \$x disease, policy limit and \$x disease limit each employee.
- II. All insurance to be maintained by Lessee shall, except for workers' compensation and employer's liability insurance, be primary, without right of contribution from insurance maintained by Lessor.

## **Insurance: Employment Practices Liability Insurance**

### *Sifter searches for*

References to employment practices liability insurance.

### *Examples*

- I. Prior to the Effective Time , the Company has purchased prepaid tail insurance coverage policies for the following policies: (i) the Directors & Officers and Employment Practices Liability Insurance (the “D&O Tail”) for the Company D&O Indemnified Parties , (ii) Professional Liability / Cyber / Tech Errors & Omissions for the Company and (iii) Professional Liability for TTCG (collectively, the “Tail Insurance Coverage”) in a form reasonably acceptable to Company and Parent , which shall provide the applicable parties (including in the case of the D&O Tail, the Company D&O Indemnified Parties ) with coverage for six (6) years following the Effective Time .
- II. The Company has obtained from sound and reputable insurers Directors and Officers liability insurance in an amount of at least \$x million, general commercial liability insurance, and employment practices liability insurance on terms and conditions satisfactory to the Board of Directors, including a majority of the Preferred Directors, and will use commercially reasonable efforts to cause such insurance policies to be maintained until such time as the Board of Directors, including a majority of the Preferred Directors determines that such insurance should be discontinued.

## **Insurance: Environmental or Pollution**

### *Sifter searches for*

References to insurance covering environmental or pollution matters.

### *Examples*

- I. Environmental coverage may also be required per agreement
- II. Automobile Liability Insurance in amounts not less than \$xxx USD (or the Canadian equivalent) per accident or in accordance with the requirements of 49 C.F.R. Part 387 (whichever requirement is greater), such insurance shall include MCS-90 endorsement and broadened pollution liability coverage.



## Insurance: Fire, References To

### *Sifter searches for*

References to fire insurance coverage.

### *Examples*

- I. The Lessee shall obtain and pay premiums for fire and casualty coverage insurance on the property, buildings and facilities of the leased property in the amount of the appraised value.
- II. Tenant shall continuously maintain in full force and effect during the Term of this Lease a policy or policies of insurance insuring the Building against loss or damage by fire and extended perils and other perils except those excluded by an all-risk replacement cost coverage, with full replacement cost and agreed amounts endorsements.
- III. Insurance on the entire Building and Premises against loss or damage by fire, explosion, windstorm and such other hazards, risks and contingencies as are from time to time customarily covered by standard extended coverage endorsements and typically carried by prudent owners of comparable buildings in the geographical market within which the Building is located.
- IV. A commercial fire and casualty all risks policy or policies insuring all improvements now or hereafter existing on the Premises for the full replacement cost thereof as reasonably determined by Landlord with a deductible of not more than # Thousand and No/100 Dollars (\$#).

## **Insurance: General or Public Liability, References To**

### *Sifter searches for*

References to general liability insurance coverage.

### *Examples*

- I. Contractor shall maintain commercial general liability (CGL) with a limit of not less than \$# each occurrence/\$# general aggregate.
- II. [Company] shall also maintain a policy or program of comprehensive general liability insurance (or other risk protection) with minimum coverage including no less than # THOUSAND DOLLARS (\$#) for [Company]s property.
- III. Tenant agrees to carry comprehensive general liability insurance in the minimum total amount of # Dollars (\$#) for each occurrence of bodily injury and # Dollars (\$#0) for each occurrence of property damage.

## **Insurance: Insurance Company Rating**

### ***Sifter searches for***

A provision stating the rating required for an insurance or using a vague standard such as "reliable".

### ***Pattern 1: Rating***

#### ***Examples***

- I. Such insurance shall be issued by a company with an [Company]'s insurance rating of not less than A-VII and be issued by a company licensed in the jurisdictions in which the transportation services are to be provided.
- II. Carrier shall provide and maintain in force during the term of the Agreement insurance policies of the types listed below with an [Company] rating of "A-" or better.

### ***Pattern 2: Reliable***

#### ***Examples***

- I. All insurance policies are to be written by reliable, solvent and reputable insurance companies.
- II. All such insurance shall be procured from reputable insurance companies, except to the extent self insurance is permitted with respect to Worker's Compensation.

## **Insurance: Liability Not Limited to Insurance Coverage**

### *Sifter searches for*

A provision stating that a party's liability isn't affected by limits on insurance coverage.

### ***Pattern 1: Liable***

#### ***Examples***

- I. [Company] shall remain liable in full to Shipper for cargo loss and damage less amounts paid by the insurance company.
- II. [Company] is responsible for claims irrespective of their available insurance.

### ***Pattern 2: Payment***

#### ***Examples***

- I. Failure of [Company]'s insurance provider to make payment for a claim or its denial of a claim shall not be considered the basis for a proper denial by [Company] or reason for [Company] to deny Shipper's claim.
- II. Failure of [Company]'s insurance provider to make payment to, for or on behalf of [Company] in regard to any claim will not limit, waive or eliminate [Company]'s responsibility for such claim, and denial of any claim by [Company]'s insurance provider shall not be considered a proper denial by [Company] or reason for [Company] to provide a denial.

**Insurance: Loss Payee**

*Sifter searches for*

References to a loss payee.

**Example**

- I. Broker shall be named as an Additional Insured on the AL and CGL policies, and as a loss payee on the Cargo policy.

**Insurance: Noncontributory, References To**

*Sifter searches for*

References to noncontributory insurance.

**Examples**

- I. All General and Auto Liability policies maintained by Carrier shall be written as primary policies, not contributing with and not supplemental to coverage Shipper may carry.
  
- II. That all insurance required hereunder must be primary to, not excess or contributing with, and waive subrogation against, any insurance or self-insurance maintained by Shipper.

## **Insurance: No Representation That Coverage Is Adequate**

### *Sifter searches for*

A statement by a party that the insurance coverage it requires the other party to maintain doesn't mean that the coverage is adequate

### *Examples*

- I. By requiring insurance herein, Company does not represent that coverage and limits will necessarily be adequate to protect Seller, and such coverage and limits shall not be deemed as a limitation on Seller's liability under the indemnities granted to Company in this Agreement.
- II. Carrier acknowledges that it fully understands that Shipper does not represent that the types of coverage and coverage minimums set forth herein are adequate to protect Shipper's interests, nor do they act to in any way limit or waive Carrier's liability hereunder.

## **Insurance: Notice of Cancellation Required**

### ***Sifter searches for***

A provision requiring that an insured be given notice of cancellation or another significant change in an insurance policy.

### ***Pattern 1: Give Notice***

#### ***Examples***

- I. The Borrower will deliver to the Lender ... (iii) within five days of receipt of notice from any insurer, a copy of any notice of cancellation, nonrenewal or material change in coverage from that existing on the date of this Agreement , and (iv) immediately, notice of any cancellation or nonrenewal of coverage by the Borrower.
- II. [Company] will provide [Company] with at least [\*] written notice prior to termination of such Insurance Policy.

### ***Pattern 2: Notify***

#### ***Examples***

- I. Shipper shall be notified in writing by Carrier at least 30 days prior to the cancellation, change or non-renewal of the submitted insurance policies.
- II. A party shall promptly notify the other party should any of the notifying party's insurance coverage be canceled or reduced.

### ***Pattern 3: Without Notice***

#### ***Examples***

- I. Policies shall be neither canceled nor changed without at least thirty days prior written notice to Shipper.
- II. For workers comp coverage, no such policy will be cancelable or subject to modifications except after thirty (30) days prior written notice to [Company].



## Insurance: Occupational Accident, References To

### *Sifter searches for*

References to occupational accident insurance.

### *Examples*

- I. The TOTAL AGGREGATE BENEFIT payable under this policy for Accidental Death and Dismemberment, Disability and Medical Expense benefits combined for an Occupational Accident per Assured Person per covered Accident is as shown in the Schedule of Benefits.
- II. In the event that the Assured Person dies within 90 (ninety) days of a covered Accident as a result of a covered Accident, the plan will pay a flat sum Death Benefit to the named beneficiary, plus if it is an Occupational Accident and if the Assured Person is survived by an eligible beneficiary or beneficiaries, the Underwriters' will pay the Survivor's Benefit outlined below.
- III. "Non-Occupational Accident" means occurring while an Assured Person is not performing the duties of his occupation as defined in Section 2.1 and is not under Dispatch.

## **Insurance: Physical Damage**

### *Sifter searches for*

References to insurance for physical damage.

### *Example*

- I. Physical Damage (“Phys/Dam”) Insurance that will provide coverage for physical loss or damage to the Equipment in a combined single limit sufficient to cover the entire replacement value of the Equipment.

## **Insurance: Primary**

### *Sifter searches for*

References to primary insurance.

### *Examples*

- I. The coverage afforded under any insurance policy obtained by Carrier shall be primary coverage regardless of whether or not Shipper has similar coverage.
- II. That all insurance required hereunder must be primary to, not excess or contributing with, and waive subrogation against, any insurance or self-insurance maintained by Shipper.
- III. All General and Auto Liability policies maintained by Carrier shall be written as primary policies, not contributing with and not supplemental to coverage Shipper may carry.

## **Insurance: Professional Liability, Errors and Omissions, References To**

### *Sifter searches for*

References to different forms of professional liability insurance.

### *Examples*

- I. [Company], or its Subcontractor, shall maintain professional liability insurance with limits of not less than \$x each claim/aggregate solely pertaining to the Work.
- II. Supplier will maintain Professional Liability insurance, including acts, errors and omissions arising out of the rendering of, or failure to render, professional services related to this Agreement with coverage limits of no less than \$x per occurrence.
- III. Company shall purchase an Employed Lawyers malpractice insurance policy for Executive covering his actions and omissions on behalf of Company and its affiliates, with a minimum Limits of Liability of xx dollars (\$xx) per claim.
- IV. ...insurance against bodily injury and death with financially sound and reputable insurance companies

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## LEGALSIFTER REVIEW and LEGALSIFTER ORGANIZE

### **Insurance: Proof of Insurance**

#### ***Sifter searches for***

References to an insured providing a certificate of insurance or other proof of insurance coverage.

#### ***Pattern 1: Certificate***

##### ***Examples***

- I. Tenant shall require that all Contractor/Vendors (as defined in Section 13.5 below) Tenant hires to perform any alterations to the Demised Premises shall furnish Landlord and Tenant with certificates showing evidence of commercial general liability and damage insurance in the amount of at least \$x plus required workmen's compensation and employer's liability insurance coverage to the extent required by law.

#### ***Pattern 2: Copies***

##### ***Examples***

- I. No Mortgaged Property located in the United States is a Flood Hazard Property unless the Collateral Agent shall have received the following: (a) the applicable Loan Party 's written acknowledgment of receipt of written notification from the Collateral Agent (i) as to the fact that such Mortgaged Property is a Flood Hazard Property, (ii) as to whether the community in which each such Flood Hazard Property is located is participating in the National Flood Insurance Program and (iii) such other flood hazard determination forms, notices and confirmations thereof as reasonably requested by the Collateral Agent and (b) copies of insurance policies or customary certificates of insurance of the applicable Loan Party evidencing flood insurance and naming the Collateral Agent as loss payee on behalf of the Lenders.

#### ***Pattern 3: Evidence***

##### ***Examples***

- I. Seller will possess and maintain insurance in such amounts and against such risks as are necessary to protect its business and will provide proof of such insurance to Buyer upon demand.

## Insurance: Property Damage, References To

### *Sifter searches for*

References to property damage insurance.

### *Examples*

- I. [Company] will maintain commercial general liability insurance on an occurrence basis (including premises and operations, products and completed operations, broad form contractual liability, broad form property damage and personal injury liability) in amounts and coverages not less than that provided by similarly situated businesses.
- II. (f) Business Automobile Liability insurance with a minimum single limit of \$[X] for bodily injury and property damage with respect to Contractor s vehicles whether owned, hired or non-owned, assigned to or used by Contractor in the performance of the Work.
- III. The Tenant shall, during the entire Term hereof, keep in full force and effect a policy of public liability and property damage insurance with respect to the Leased Premises, and the business operated by Tenant and any subtenants, concessionaires and licensees of the Tenant in the Leased Premises in which the limits of public liability shall be not less than \$\_\_ per person and \$\_\_ per accident and in which the property damage liability shall not be less than \$\_\_.

## **Insurance: Reducing or Depleting Limits**

### *Sifter searches for*

References to reducing or depleting insurance limits.

### *Examples*

- I. Tenant will notify Landlord within thirty (30) days of any substantial reduction, cancellation or termination of insurance required above.
- II. Architect shall provide notice to the Owner if the Architect's professional liability limits are reduced or impaired by payments or reserves for claims or expenses in excess of 50% of the policy limit, regardless of whether such payments or reserves are related to services performed for this Project.
- III. Any increase or decrease in insurance will be as deemed by County Risk Manager as appropriate to adequately protect County.

## **Insurance: Required to Obtain Insurance**

### *Sifter searches for*

Provisions requiring, or not requiring, someone to obtain or maintain insurance or causing someone else to obtain or maintain insurance.

### *Examples*

- I. Supplier will have and cause each of its subcontractors to have and maintain in force the same or comparable insurance coverages that are applicable or legally required in the jurisdictions where the Services will be performed that may include, without limitation, the following:
- II. Each Loan Party shall at all times keep its properties insured for the benefit of Lender as follows, and shall cause the Designated Affiliates to maintain the same for the benefit of the Loan Parties, as applicable:
- III. To insure and keep insured all plate glass windows and other plate glass against the Insured Risks at the replacement cost thereof with such insurance office as the Landlord may approve...



## **Insurance: Responsibility for Deductibles**

### *Sifter searches for*

A provision stating who is responsible for an insurance policy's deductibles.

### ***Pattern 1: Responsible***

#### ***Examples***

- I. Shipper shall not be responsible for any premiums or deductibles relating to Carrier's insurance
- II. Any deductibles under the foregoing policies shall be paid by CARRIER

### ***Pattern 2: Liability***

#### ***Examples***

- I. Nothing in this Agreement shall be construed to avoid or limit CARRIER's liability due to any exclusion or deductible in any insurance policy.
- II. Nothing in this Agreement shall be construed to avoid CARRIERS liability due to any exclusion or deductible in any insurance policy.

## **Insurance: Self-Insurance, References To**

### *Sifter searches for*

References to self-insurance or a self-insured plan.

### *Examples*

- I. Company shall be solely responsible for any deductibles or self-insured retention.
- II. Self-Insurance: So long as Tenant in legal and physical occupation of the whole of the Premises is [insert name of Tenant], Tenant may, by notice to Landlord, and subject to the requirements stated below, elect to not purchase from an insurer, the insurance policies required to satisfy its obligations under Articles 10.02(a), (b) and (d).
- III. The Self-Insurance Right is subject to the following terms and conditions:

## **Insurance: Sexual Abuse and Molestation, References To**

### *Sifter searches for*

References to insurance against sexual abuse and molestation.

### *Examples*

- I. Coverage shall be at least as broad as: Sexual Abuse and Molestation Insurance with at least 2,000,000 per occurrence, \$4,000,000 aggregate, covering bodily injury, emotional distress, or mental anguish related to any claim, cause of action or liability associated with child molestation or sexual abuse.
- II. During the term of this Agreement, at Consultant's sole cost and expense, Consultant agrees to procure and maintain the following insurance: Sexual Abuse and Molestation Insurance with at least the same limits as set forth above for the CGL coverage, covering bodily injury, emotional distress, or mental anguish related to any claim, cause of action or liability associated with child molestation or sexual abuse.
- III. District, its board of trustees, employees, agents, and volunteers must be named as additional insureds with respect to sexual abuse and molestation claims.

## **Insurance: Terrorism, References To**

### *Sifter searches for*

References to terrorism insurance.

### *Examples*

- I. Coverage shall be written on an all risk, replacement cost basis and shall include, but not limited to, fire, explosion, extended coverage, theft, machinery breakdown, pollution, testing, expediting expense and extra expense, collapse, earthquake, flood, hail, windstorm, sabotage, terrorism and other casualties normally insured against.
  
- II. Such coverage shall include an endorsement insuring against loss due to acts of terrorism in commercially reasonable amounts as approved by the Administrative Agent.

## **Insurance: Timely Filing of Claims**

### *Sifter searches for*

References to the deadline for a party to submit an insurance claim.

### *Examples*

- I. Provider shall make best efforts to submit all claims for services within ten (10) days of the date of service.
- II. Any insurance claim may be asserted at any time prior to the expiration of the Period as set forth in this Section.
- III. No payment will be made for insurance claims submitted more than 365 days after services were rendered.

**Insurance: Umbrella or Excess**

*Sifter searches for*

References to umbrella or excess insurance.

**Examples**

- I. Party shall maintain/purchase umbrella insurance with coverage limits of no less than [amount].
- II. Party shall maintain/purchase umbrella insurance with coverage limits of no less than [amount] protecting against [events/situations].

## **Insurance: Waiver of Subrogation**

### ***Sifter searches for***

A provision that provides for subrogation, which allows an insurer that pays an insured for losses caused by another to sue that other for the insured's loss

### ***Examples***

- I. Vendor and its insurers shall waive any and all rights of subrogation against Company.
- II. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Lessor or Lessee, as the case may be, so long as the insurance is not invalidated thereby.

## **Insurance: What Subcontractor Insurance Is Required**

### *Sifter searches for*

Statements of what kind or level of insurance subcontractors must maintain.

### *Examples*

- I. Supplier will have and cause each of its subcontractors to have and maintain in force the same or comparable insurance coverages that are applicable or legally required in the jurisdictions where the Services will be performed that may include, without limitation, the following:
- II. From and after such time as the initial deliveries shall occur under this Agreement, the parties shall maintain, or cause their subcontractor to maintain, the following insurance coverage:
- III. You will ensure Your subgrantees and subcontractors maintain insurance coverage consistent with this section.



**Insurance: Workers' Compensation, References To**

*Sifter searches for*

References to workers' compensation insurance.

**Examples**

- I. Lessee shall obtain and maintain Workers Compensation Insurance in such amount as may be required by Applicable Requirements.
- II. At all times during the Lease Term, Tenant shall procure and maintain Workers Compensation Insurance in accordance with the laws of the State of California with a limit not less than # Dollars (\$#) Bodily Injury Each Accident; # Dollars (\$#) Bodily Injury By Disease - Each Person; and # Dollars (\$#) Bodily Injury to Disease - Policy Limit.

## Insurance Costs: Definition

### *Sifter searches for*

A definition of the defined term "Insurance Costs" and variants.

### *Examples*

- I. As used in this Lease, "Insurance Costs" means the cost of insurance obtained by Landlord pursuant to Article 15 (including self-insured amounts and deductibles, if any).
  
- II. Reasonable medical insurance costs means the cost of a medical insurance plan that supplements the coverage available to Executive and his spouse from any available federal and/or state government source (e.g., Medicare or its successor) so that such coverage collectively approximates, to the extent reasonable, the scope of coverage and out of pocket expenditures available to Executive under the medical insurance benefits in effect at the Company at the time Executive's employment ends.

## **Insurance Coverage: Definition**

### *Sifter searches for*

A definition of the defined term "Insurance Coverage".

### *Examples*

- I. The term "Tenant's Minimum Liability Insurance Coverage" shall mean single limit coverage in an amount not less than two million dollars (\$2,000,000) per occurrence, with an annual aggregate amount of not less than four million dollars (\$4,000,000).

## **Insurance Policy: Definition**

### *Sifter searches for*

A definition of the defined term "Insurance Policy".

### *Examples*

- I. "Insurance Policy" shall mean each Insurance Policy owned or maintained by a member of the Group.

## Insurance Proceeds: Definition

### *Sifter searches for*

A definition of the defined term "Insurance Proceeds" and variants.

### *Examples*

- I. "Insurance Proceeds" means, with respect to any insured party, those monies, net of any applicable premium adjustments, including reserves.
  
- II. "Net Insurance Proceeds" means the total insurance proceeds recovered by Tenant on account of any damage to or destruction of the Building or any part thereof less all expenses (including reasonable attorneys' fees) incurred in the collection of such proceeds.

## **Insurance Requirements: Definition**

### *Sifter searches for*

A definition of the defined term "Insurance Requirements".

### *Examples*

- I. Insurance Requirements means, collectively, all provisions of the Insurance Policies, all requirements of the issuer of any of the Insurance Policies and all orders, rules, regulations and any other requirements of the board of underwriters (or any other body exercising similar functions) binding upon each Loan Party which is an owner of Mortgaged Property and applicable to the Mortgaged Property or any use or condition thereof.

## Intellectual Property Rights: Definition

### *Sifter searches for*

A definition of the defined term "Intellectual Property Rights".

### *Examples*

- I. "Intellectual Property Rights" means all past, present and future intellectual property or proprietary rights of any kind recognized in any country or jurisdiction in the world, in each case registered or unregistered, including , without limitation, in and to, arising out of, or associated with: (i) all United States and foreign patents and applications therefor, including provisional applications, and all reissues, divisions, renewals, extensions, continuations and continuations-in-part thereof ("Patents"); (ii) all rights (other than Patents ) in inventions (whether patentable or not), invention disclosures, improvements, trade secrets, proprietary information, know-how, technology and technical data ("Trade Secrets"); and (iii) all copyrights, copyright registrations and applications therefor and all other rights corresponding thereto throughout the world ("Copyrights").
- II. "Intellectual Property Rights" means the rights to register, apply for, and apply for registration of trademarks, trade names, domain names, patents, copyrights and all other similar rights and the rights to register, apply for, and apply for registration of such rights;
- III. "Intellectual Property Rights" means any and all patents, trademarks, signs and services marks, rights in designs, trade or business names or signs, copyrights, database rights and topography rights (whether or not any of these is registered and including applications for registration of any such thing) and all rights or forms of protection of a similar nature or having equivalent or similar effect to any of these which may subsist anywhere in the world.

## Intellectual Property: Assignment of Goodwill in Trademarks

### *Sifter searches for*

A provision addressing the transfer of goodwill in trademarks.

### ***Pattern 1: Assigns***

#### ***Examples***

- I. Notwithstanding the foregoing, in the event that Licensee or any permitted sublicensee is deemed to own any rights in the Licensed Marks, Licensee hereby irrevocably assigns (or shall cause such sublicensee to assign), without further consideration, such rights to Licensor together with all goodwill associated therewith.
- II. Transferred Trademarks shall mean all trade names, trademarks, service marks, domain names, logos and other brand- source indicia, including all goodwill related thereto.

### ***Pattern 2: Vests***

#### ***Examples***

- I. The Partnership , on behalf of itself and the other members of the Partnership Group, agrees that ownership of the [Company] Marks and the goodwill relating thereto shall remain vested in [Company] and its Affiliates, during the term of the [Company] License and thereafter.
- II. [Company] expressly acknowledges and agrees that all rights in and to the Intellectual Property and the Licensed Marks (including the goodwill related thereto) shall remain vested in [Company] both during the Term and thereafter, and that all use of the



## **Intellectual Property: Assignment of Goodwill in Trademarks**

### ***Pattern 3: Inures***

#### ***Examples***

- I. Should Sponsor provide its written consent to use the Names and Marks, the Company agrees that (i) any use of the Names and Marks and any goodwill arising therefrom, shall inure solely to the benefit of Sponsor.
- II. Each Party agrees that all use of the other Party's trademarks, names and logos will inure to the benefit of such other Party, including all goodwill in connection therewith.

## Intellectual Property: Definition

### *Sifter searches for*

A definition of the defined term "Intellectual Property".

### *Examples*

- I. "Intellectual Property" means patents, rights to apply for patents, trademarks, trade names, service marks, domain names, copyrights and all applications and registration of such worldwide, schematics, industrial models, inventions, know-how, trade secrets, computer software programs, and other intangible proprietary information.
- II. "Intellectual Property" means any and all rights in, arising out of, or associated with any of the following in any jurisdiction throughout the world: (a) issued patents and patent applications (whether provisional or non-provisional), including divisionals, continuations, continuations-in-part, substitutions, reissues, reexaminations, extensions, or restorations of any of the foregoing, and other Governmental Authority-issued indicia of invention ownership (including certificates of invention, petty patents, and patent utility models) ("Patents"); (b) trademarks, service marks, brands, certification marks, logos, trade dress, trade names, and other similar indicia of source or origin, together with the goodwill connected with the use of and symbolized by, and all registrations, applications for registration, and renewals of, any of the foregoing ("Trademarks"); (c) copyrights and works of authorship, whether or not copyrightable, and all registrations, applications for registration, and renewals of any of the foregoing ("Copyrights"); (d) internet domain names [and social media account or user names (including "handles")], whether or not Trademarks, all associated web addresses, URLs, websites and web pages, [social media sites and pages,] and all content and data thereon or relating thereto, whether or not Copyrights; (e) [mask works, and all registrations, applications for registration, and renewals thereof;] (f) [industrial designs, and all patents, registrations, applications for registration, and renewals therefor;] (g) trade secrets, know-how, inventions (whether or not patentable), discoveries, improvements, technology, business and technical information, databases, data compilations and collections, tools, methods, processes, techniques, and other confidential and proprietary information and all rights therein ("Trade Secrets"); (h) computer programs, operating systems, applications, firmware and other code, including all source code, object code, application programming interfaces, data files, databases, protocols, specifications, and other documentation thereof ("Software"); [and] (i) [rights of publicity; and] (j) all other intellectual or industrial property and proprietary rights.

## **Intellectual Property: Joint Intellectual Property, References To**

### ***Sifter searches for***

References to jointly developed or owned intellectual property.

### ***Examples***

- I. To the extent any technology or intellectual property is jointly developed by the Providing Party or a member of its Group on the one hand and the Customer Party or a member of its Group on the other, it shall be deemed [Company A] IP, if it relates to the [Company A] Business, or [Company B] Licensed Intellectual Property, if it relates to the [Company B] Business, as these terms are defined in the Intellectual Property Agreement.
- II. Subject to the terms and conditions of this Section, each Party hereby agrees to cooperate reasonably in any action to enforce rights with respect to Foreground Joint Intellectual Property brought by the other Party (the Initiating Party), including, without limitation joining as a party to the lawsuit if required by applicable law.
- III. Sponsor may elect to file the joint patent or other intellectual property application(s) thereon at its own expense and shall notify Institution promptly upon making the election.

## **Intellectual Property: No Registering**

### *Sifter searches for*

A provision that prohibits a party from registering rights in intellectual property.

### *Examples*

- I. The Service Provider undertakes not to register or attempt to register any of the Intellectual Property Rights in the Deliverables and/or Company Materials unless requested to do so by Company.
- II. (c) not to attempt to register any Employment IPR nor patent any Employment Invention unless requested to do so by the Company;

## Intellectual Property: NonInfringement

### *Sifter searches for*

Warranties, or exclusion of any warranties, regarding ownership of intellectual property.

### *Examples*

- I. Seller warrants that the Supplies and the sale and/or use thereof (before or after incorporation into products during manufacture) do not and will not infringe, misappropriate or violate any Intellectual Property Rights.
- II. Each party represents and warrants to the other that it has full and sufficient right, title and authority to grant the rights and/or licenses granted to the other under this Agreement.
- III. The Site is provided "as is," without any warranties of any kind. To the fullest extent permissible under applicable law, the Company disclaims all such warranties, express or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose, non-infringement, accuracy, freedom from errors, suitability of content, or availability.
- IV. To the Knowledge of Seller, no third party has interfered with, infringed upon, misappropriated, or otherwise come into conflict with the Intellectual Property or any portion thereof.

## Intellectual Property: Notice of Inventions

### *Sifter searches for*

A provision requiring that a party notify the other party of inventions.

### *Examples*

- I. Contractor will disclose in writing to Company all inventions, discoveries, concepts, ideas, trade secrets, know-how, methods, techniques, processes, improvements and other innovations of any kind that Contractor or its authorized subcontractors may make, conceive, develop or reduce to practice, alone or jointly with others, in the course of performing the Services, or as a result of that work, whether or not they are eligible for patent, copyright, trademark, trade secret or other legal protection (collectively, “Inventions”).
- II. You will fully and promptly disclose to us, all ideas, concepts, names of vendors, names of suppliers, methods and techniques relating to the development and/or operation of the Franchise, conceived or developed by you and/or your employees during the term of this Agreement.
- III. The Contractor will promptly inform, and disclose to, the Company all Company Intellectual Property that the Contractor creates alone or in collaboration with others whether or not the Contractor conceived of such during normal business hours.

## Intellectual Property: Ownership

### *Sifter searches for*

A provision stating that a party owns, or does not own, intellectual property.

### *Examples*

- I. Except for rights expressly granted under this agreement, nothing in this agreement will function to transfer any of either party's Intellectual Property rights to the other party, and each party will retain exclusive interest in and ownership of its Intellectual Property developed before this agreement or developed outside the scope of this agreement.
- II. All Intellectual Property Rights and all other rights in the Services and Documentation shall be owned by the Supplier or its licensors, including without limitation any improvements, enhancements, modifications and derivative works thereof made pursuant to any of the Services provided after the Term Start Date.
- III. Licensee's intellectual property rights shall remain solely with Licensee.

## **Intellectual Property: Third Party Intellectual Property, References To**

### ***Sifter searches for***

References to the intellectual property of a third party.

### ***Examples***

- I. Contractor shall not incorporate any third party intellectual property in any Deliverable except as expressly permitted in the SOW.
- II. For clarification purposes, [Company] will designate any such third party Intellectual Property Rights included in the Derivative Works.
- III. Third Party Software is protected by copyright laws as well as other intellectual property laws and treaties.



## **Intellectual Property: Transfer**

### *Sifter searches for*

A provision affecting the transfer of rights in intellectual property.

### *Examples*

- I. Notwithstanding Section 2.1, to the extent any rights in any Licensor Intellectual Property are deemed to accrue to Licensee, Licensee (on behalf of itself and its Affiliates) hereby assigns and transfers same, at the time any such rights may accrue, to Licensor or IP Owner, as the case may be.
- II. Employee agrees to fully assign any intellectual property developed by or to which he has contributed during his employment exclusively to [Company] as part of his consideration for the compensation received.

## **Intellectual Property: Waiver of Moral Rights**

### *Sifter searches for*

A provision that waives moral rights in intellectual property.

### *Examples*

- I. The Employee hereby irrevocably waives all of his moral rights in the Work Product in favor of the Company and its Subsidiaries and their respective successors, assignees and licensees.
- II. The Grantee hereby irrevocably relinquished for the benefit of the Company any moral rights in and to the Work Product recognized by Applicable Law.

## Intellectual Property: Who Protects

### *Sifter searches for*

Provisions relating to protecting rights in intellectual property.

### *Examples*

- I. The Company shall, and shall ensure that each other Group Member shall, take all commercially reasonable steps promptly to protect their respective intellectual property rights.
- II. Licensor has the right, but not the obligation (except for the obligations under Section 3.02), to obtain at its own cost appropriate trademark, patent, copyright, and other intellectual property protection on the Licensor Owned IP

## **Interlibrary Loan, References To**

### *Sifter searches for*

References to interlibrary loans.

### *Examples*

- I. The Inter Library Loan system allows you to obtain materials from other libraries (books, journals, articles, conference papers, and dissertations) which are not in the [University] Libraries holdings.
- II. Interlibrary Loan Request Form

## International Traffic in Arms Regulations, References To

### *Sifter searches for*

Any references to International Traffic in Arms Regulations, a US regulatory regime that controls the export of defense technology.

### *Examples*

- I. The term “Export and Import Laws” means the Arms Export Control Act , the International Traffic in Arms Regulations, the Export Administration Act of 1979, as amended, the Export Administration Regulations, and all other laws and regulations of the United States government regulating the provision of services to non-U.S. parties or the export and import of articles or information from and to the United States of America, and all similar laws and regulations of any foreign government regulating the provision of services to parties not of the foreign country or the export and import of articles and information from and to the foreign country to parties not of the foreign country.
  
- II. The Company is in compliance with all U.S. federal export Laws applicable to it including the Arms Export Control Act (22 CFR 120-130), the Export Administration Act of 1979, as amended (50 U.S.C. App. 2401-2420) and as implemented through Executive Order, the Export Administration Regulations (15 CFR 730-774) and the laws and regulations implemented by the Office of Foreign Assets Control, U.S. Department of the Treasury (31 CFR 500 et. seq.) (collectively, the “International Trade Laws”).
  
- III. Neither party shall knowingly convey Confidential Information that is subject to federal export control restrictions under the EAR or the ITAR without first so disclosing to the other party and providing the other party the opportunity to decline receiving such information.

## Introducing the Jurisdiction Sifters

This family includes the following six Sifters:

- **Jurisdiction: Consent to Jurisdiction** searches for a statement that the parties consent to the jurisdiction of specified courts
- **Jurisdiction: Establishing Jurisdiction** searches for references to which courts have jurisdiction to hear disputes arising from the contract
- **Jurisdiction: Establishing or Consenting To** searches for references to which courts have jurisdiction to hear disputes arising from the contract and a statement that the parties consent to the jurisdiction of specified courts.
- **Jurisdiction: Exclusive** searches for a provision stating that specified courts have exclusive jurisdiction over any dispute or consenting to the exclusive jurisdiction of specified courts.
- **Jurisdiction: No Objecting to Jurisdiction** searches for a provision in which one or more parties waive any objection to courts that the contract says have jurisdiction over disputes.
- **Jurisdiction: Waiving the Defense of Inconvenient Forum** searches for provisions that seek to prevent the parties from claiming that the specified jurisdiction constitutes an inconvenient forum.

If you're searching for all statements regarding courts having jurisdiction to hear disputes or parties consenting to the jurisdiction of specified courts, use **Jurisdiction: Establishing or Consenting To**. **Jurisdiction: Establishing or Consenting To** is also the "parent" Sifter of these two "child" Sifters, which look for subtopics:

- **Jurisdiction: Consent to Jurisdiction**
- **Jurisdiction: Establishing Jurisdiction**

If you have one or both of the child Sifters switched on and the contract you're sifting contains a relevant provision, **Jurisdiction: Establishing or Consenting To** would also flag that provision. To avoid that kind of double-flagging, you could switch off **Jurisdiction: Establishing or Consenting To**.

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## LEGALSIFTER REVIEW and LEGALSIFTER ORGANIZE

The benefit of having the two child Sifters switched on and not the parent is that it would be clearer to users that it's best to have an establishing-jurisdiction provision, and if you do, having a consent-to-jurisdiction provision too would be redundant and could cause confusion. For more about that, see Ken Adams's blog post at <https://www.legalsifter.com/post/why-this-sifter-matters-jurisdiction-consent-to-jurisdiction>.

But if you're not particularly concerned which kind of jurisdiction provision is in a contract, using just the parent would allow you to reduce by one the number of Sifters.

## **Jurisdiction: Consent to Jurisdiction**

### *Sifter searches for*

A statement that the parties consent to the jurisdiction of specified courts.

### **Examples**

- I. The parties hereby irrevocably submit to the jurisdiction of the state and federal courts of [State] located in or about [City] and waive any claim or defense of inconvenient or improper forum or lack of personal jurisdiction under any applicable law or decision.
- II. By executing and delivering this Agreement, each Credit Party, for itself and in connection with its properties, and each other party hereto irrevocably (a) accepts generally and unconditionally the exclusive jurisdiction and venue of each state or Federal court of competent jurisdiction in the State, County and City of New York;



## **Jurisdiction: Establishing Jurisdiction**

### *Sifter searches for*

References to which courts have jurisdiction to hear disputes arising from the contract.

### *Examples*

- I. Each party hereto expressly consents to the personal jurisdiction of, and venue in, such courts.
  
- II. The parties hereby expressly submit to the personal jurisdiction of the court or arbitral forum located in X County, State of Nevada, and waive any objection or defense based on personal jurisdiction or venue that might otherwise be asserted to proceeding in such forum(s).

## **Jurisdiction: Establishing or Consenting To**

### ***Sifter searches for***

References to which courts have jurisdiction to hear disputes arising from the contract and a statement that the parties consent to the jurisdiction of specified courts..

### ***Pattern 1: Establishing***

#### ***Examples***

- I. The parties agree that exclusive venue for any litigation, action or proceeding arising from or relating to this Policy Agreement shall lie in the state or federal courts located in [\*\*\*] County, [\*\*\*] and each of the parties expressly waives any right to contest such venue for any reason whatsoever.
- II. Borrower agrees that any controversy arising under or in relation to this Note may be litigated in the Property Jurisdiction.

### ***Pattern 2: Consenting***

#### ***Examples***

- III. The Parties hereto irrevocably consent to the exclusive jurisdiction of the appropriate courts located in [\*\*\*] County, [\*\*\*] in connection with any action or proceeding arising out of or relating to this Agreement, and agree that venue shall be proper in such court to the exclusion of the courts in any other state or country.
- IV. The parties hereby irrevocably submit to the jurisdiction of the state and federal courts of [\*\*\*] located in or about [\*\*\*] and waive any claim or defense of inconvenient or improper forum or lack of personal jurisdiction under any applicable law or decision.

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## LEGALSIFTER REVIEW and LEGALSIFTER ORGANIZE

### **Jurisdiction: Exclusive**

#### *Sifter searches for*

A provision stating that specified courts have exclusive jurisdiction over any dispute or consenting to the exclusive jurisdiction of specified courts.

#### ***Pattern 1: Exclusive***

##### ***Examples***

- V. Sole and exclusive jurisdiction and venue for any action, suit or litigation arising from or related to this agreement shall be in the state or federal courts located in the State of New Hampshire.
- VI. In the event that either party brings suit to enforce the terms of this agreement both parties consent and agree that jurisdiction for such action will lie only in the state and federal courts sitting in Mecklenburg County, North Carolina.

#### ***Pattern 2: Must***

##### ***Examples***

- I. [Company] further specifically agrees and consents that any causes of action or suits related to this Agreement must be filed in the Second Judicial District Court, Albuquerque, New Mexico, USA.
- II. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, or relating in any manner to, this Agreement must be brought against any of the parties in the Court of Chancery of the State of Delaware or, in the event that such court does not have subject matter jurisdiction to another court of the State of Delaware or a U.S. federal court located in the State of Delaware (collectively, “Delaware Courts”), and each party irrevocably submits to the exclusive jurisdiction of the Delaware Courts and hereby consents to service of process in any such action or proceeding by the delivery of such process to such party at the address and in the manner provided in Section 11.

**Jurisdiction: Exclusive**

***Pattern 3: Not***

***Examples***

- I. Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement in any forum other than the state or federal courts in the State of California, and any appellate court from any thereof.
- II. The parties consent to venue in Greenville County, South Carolina, and waive any rights they may have to assert jurisdiction or venue in any other court, administrative forum, or other adjudicative body.

***Pattern 4: Consent***

***Examples***

- I. The Company hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in The City of New York, Borough of Manhattan, for the adjudication of any dispute hereunder or in connection herewith or under any of the other Transaction Documents or with any transaction contemplated hereby or thereby, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper.
- II. Notwithstanding the foregoing, Licensor may bring suit in any appropriate forum or court of competent jurisdiction to avoid irreparable harm or to preserve the status quo, or for any breach (or threatened breach) of infringement or misappropriation of its intellectual property rights, and the Parties hereby irrevocably submit and attorn to the original and exclusive jurisdiction of that court in respect of all of those matters

## **Jurisdiction: No Objecting to Jurisdiction**

### ***Sifter searches for***

A provision in which one or more parties waive any objection to courts that the contract says have jurisdiction over disputes.

### ***Examples***

- I. Each party hereby waives any objection to such exclusive jurisdiction and that such courts represent an inconvenient forum.
  
- II. Each of the parties irrevocably and unconditionally... (ii) waives any objection that it might otherwise be entitled to assert to the jurisdiction of such courts; and (iii) agrees not to assert that such courts are not a convenient forum for the determination of any such action or proceeding.

## **Jurisdiction: Waiving the Defense of Inconvenient Forum**

### ***Sifter searches for***

Provisions that seek to prevent the parties from claiming that the specified jurisdiction constitutes an inconvenient forum.

### ***Examples***

- I. The Company hereby waives any objection to such exclusive jurisdiction and that such courts represent an inconvenient forum.
- II. With respect to orders in aid or enforcement of arbitration awards and injunctive relief, venue and jurisdiction are proper in any county in the [state], and (if federal jurisdiction exists) any United States District Court in the [state], and the Parties waive all objections to jurisdiction and venue in any such forum and any defense that such forum is not the most convenient forum.
- III. Each party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in the [city] for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein (including with respect to the enforcement of any of the Transaction Documents), and hereby irrevocably waives, and agrees not to assert in any Action or Proceeding , any claim that it is not personally subject to the jurisdiction of any such court, that such Action or Proceeding is improper or is an inconvenient venue for such Proceeding .

## Key Personnel, References To

### *Sifter searches for*

References to key personnel and variants.

### *Examples*

- I. The persons named in the table below, in accordance with Section 2.2A of the Agreement, are designated by Contractor and approved by Owner as Key Personnel.
  
- II. Non-Key Personnel: Company shall have the right to apply various productivity measures, including rotation, in accordance with approved Productivity Plans, to the remaining personnel not designated as Key Personnel, at its discretion.
  
- III. University shall designate a Project Manager to work directly with Consultant in the performance of this Agreement. Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with University during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by University.

## Language Requirements for Goods and Services

### *Sifter searches for*

Language requirements related to providing goods or performing services.

### *Examples*

- I. Supplier shall ensure that all Products and Services in the Schedule are provided in both English and French (Canadian).
  
- II. The content of Support Services for each Product are set forth in the Product Notice, and unless otherwise indicated in the Product Notice, consist of (i) using commercially reasonable efforts to remedy failures of Products to perform substantially in accordance with [Company]'s applicable specifications; (ii) providing English-language (or, where available, local language) help line service (via telephone or other electronic media); and (iii) providing, or enabling Customer to download, Software Releases and Documentation updates made generally available by [Company] at no additional charge to other purchasers of Support Service for the applicable Product.
  
- III. Manufacturer will cooperate with Distributor in promoting the sale of the Products and will supply Distributor with catalogs, product bulletins, price lists, advertising material, regularly published literature and other sales promotion aids, in the English language, of a type and in such amounts as Manufacturer believes will enhance the marketability of the Products.



## Latent Defects, References To

### *Sifter searches for*

References to latent defects.

### *Examples*

- I. Notwithstanding the completion of the Defects Liability Period, the Contractor shall be responsible for expeditiously making good by repair or replacement at its option and at its cost and expense any Latent Defect in the Biodiesel Project or any part thereof, which, appears before the expiry of the Latent Defects Liability Period.
- II. SUBCONTRACTOR shall give Manager written notice of any material or latent defect in the Subject Property and all parts thereof known to SUBCONTRACTOR (and not known by Manager) immediately after any of the foregoing comes to SUBCONTRACTOR'S attention including, without limitation, material defects in the roof, foundation and walls of the Building and in the sewer, water, electrical, structural, plumbing, heating, ventilation and air conditioning systems.
- III. If Supplier does not accept Buyer's determination that the Product is a Defective Product or that the Product contains a Latent Defect, and Buyer does not accept Supplier's conclusion, then Supplier and Buyer shall jointly select an independent Third Party to determine whether it conforms to the Purchase Order.

## **Leases: Additional Rent, References To**

### *Sifter searches for*

References to additional rent.

### *Examples*

- I. Nothing in this section shall be construed to limit, suspend, or abate Tenant's obligation to pay Rent when due, including Additional Rent.
  
- II. Thereafter, Base Rent and Additional Rent shall be payable in advance on the first day of each month during the Lease Term.
  
- III. Base Rent and Additional Rent for any partial month during the Lease Term shall be prorated to reflect the number of days during the relevant month.

## Leases: Assignment or Sublease

### *Sifter searches for*

A provision restricting the tenant's right to assign the lease or sublease the premises.

### *Examples*

- I. Tenant shall not assign this Lease or sublet the Leased Premises in whole or in part without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned (except as otherwise provided herein), delayed or denied (provided that it shall not be unreasonable for Landlord to withhold or deny its consent with respect to any proposed assignment or subletting to a third party that is already a tenant in the Building or in another building owned by Landlord in the immediate vicinity).
- II. Tenant shall not assign or encumber this Lease or any interest herein, or sublet the Leased Premises or any part thereof, or permit the use of the Leased Premises or any part thereof by any party other than Tenant, without the prior written consent of Landlord.

## Leases: Common Area Maintenance Charges

### *Sifter searches for*

A provision requiring the tenant to pay common-area maintenance charges.

### *Examples*

- I. Lessee shall pay to Lessor, as additional Rent, an amount equal to Lessee's pro-rata share of the total common area charges of the Premises as defined below (the common area charges for the Premises is referred to herein as ("CAC")).
- II. Tenant shall pay during the Term as Additional Rent its proportionate share of Landlords Operating Costs.

## Leases: Condemnation

### *Sifter searches for*

Provisions regarding condemnation or taking of the premises.

### *Examples*

- I. If the whole or any material part of the Premises or the Project (or the parking structure serving the Project) is taken for any public or quasi-public use under governmental law, ordinance, or regulation, or by right of eminent domain, or by private purchase in lieu thereof (a “Taking” or “Taken”), and the Taking would in Landlord's reasonable judgment, materially interfere with or impair Landlord ’s ownership or operation of the Project or would in the reasonable judgment of Landlord and Tenant either prevent or materially interfere with Tenant ’s use of the Premises, then upon written notice by Landlord , this Lease shall terminate and Rent shall be apportioned as of said date.
- II. In the event that the whole of the Premises shall be taken under the power of eminent domain or by any proceeding for taking for public or quasi-public use (a “Condemnation”), this Lease and the term and estate hereby granted shall automatically terminate as of the earlier of the date of the vesting of title or the date of dispossession of Tenant as a result of such taking.
- III. If the whole or any part of the Premises shall be taken by power of eminent domain or condemned by any competent authority for any public or quasi-public use or purpose, or if any adjacent property or street shall be so taken or condemned, or reconfigured or vacated by such authority in such manner as to require the use or reconstruction of any part of the Premises, or if Landlord shall grant a deed or other instrument in lieu of such taking by eminent domain or condemnation, Landlord shall have the option to terminate this Lease effective as of the date possession is required to be surrendered to the authority.
- IV. If the whole of the Building or Premises is lawfully taken by condemnation or in any other manner for any public or quasi-public purpose, this Lease shall terminate as of the date of such taking, and Rent shall be prorated to such date.

## Leases: Construction Allowance

### *Sifter searches for*

Provisions requiring the landlord to pay the tenant or the tenant's contractor an allowance for improvements.

### *Examples*

- I. Provided Tenant is not in default hereunder and shall have completed Tenant's Work in compliance with the plans and specifications approved by Landlord and in compliance with all governmental codes, ordinances and the terms hereof, Landlord shall pay to Tenant a sum up to [text dollar amount of sum] Dollars (\$[dollar amount of sum]) as a construction allowance (the "Tenant Improvement Allowance"), in no event to exceed the actual costs of improvements constituting Tenant's Work which are installed in the Leased Premises.
- II. Contingent upon the satisfaction of all contingencies to this Sublease, Sublessor shall provide Sublessee with a Tenant Improvement Allowance ("TIA") equal to \$###,000.00 in order to fund its improvements to Premises ("Tenant Improvements") as shown in Exhibit 'B' which may include installing solid wood doors in the new private offices and underfloor conduit for cabling to workstations (subject to the prior approval of Lessor).
- III. Tenant shall be entitled to a one-time tenant improvement allowance (the "Tenant Improvement Allowance"), of \$## per square foot contained in the Leased Premises for the costs relating to the initial design and construction of Tenant's Improvements (the "Tenant Improvements").
- IV. Landlord shall lease to Tenant the Premises in their then-current condition, and Landlord shall not provide to Tenant any allowances (e.g., moving allowance, construction allowance, and the like) or other tenant inducements.

## Leases: Cotenancy

### *Sifter searches for*

Cotenancy provisions in shopping-center leases.

### *Examples*

- I. From time to time at the request of Tenant , Landlord shall certify to Tenant the number of Co-Tenants, which shall be subject to verification by Tenant.
  
- II. As used herein, the "Co-Tenancy Requirement" means that at least [NUMBER]% of the Floor Area of the Shopping Center (excluding the Premises) are occupied by tenants who are open and operating; a "Co-Tenancy Failure" occurs at any time when the Co-Tenancy Requirement has not been met for a period of [NUMBER IN WORDS] ([NUMBER]) days.

## Leases: Electricity, Interruption of Service

### *Sifter searches for*

References to power outages.

### *Examples*

- I. Lessor understands that loss or termination of electrical power to the building could have damaging consequences for Lessee, and Lessor agrees to use commercially reasonable efforts to give not less than five (5) days prior written notice before electricity is shut off, reset, or otherwise interfered with by Lessor or its agents except in case of emergency.
- II. If any utility or service to the Premises is interrupted for any reason (including the occurrence of any “brown outs” that interfere with Tenant’s operations in any way), Landlord will not be liable to Tenant for such interruption, such interruption will not be deemed to be an eviction or interference with Tenant’s use and occupancy of the Premises, and the Basic Monthly Rent and other amounts required to be paid by Tenant under this lease will not be abated as a result of such interruption.
- III. Landlord will not be liable, under any circumstances, for a loss of or injury to property or for injury to or interference with Tenant’s business, including loss of profits through, in connection with, or incidental to a failure to furnish any of the utilities or services under this Paragraph.



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## LEGALSIFTER REVIEW and LEGALSIFTER ORGANIZE

### Leases: Estoppel Certificates

#### *Sifter searches for*

Provisions stating that a party must deliver an estoppel certificate to the other party, or otherwise referring to an estoppel certificate.

#### ***Pattern 1: Contents Described***

##### ***Examples***

- I. Each of the parties to this Lease shall, without charge, at any time and from time to time, within [number] days after written request by the other party, deliver a written instrument to such party or to any other person, firm, or corporation specified by such party, duly executed and acknowledged certifying that this Lease is unmodified and in full force and effect or, if there has been any modification, that the said Lease is in full force and effect as modified, stating any and all such modifications, and specifying the dates to which the rental and other charges provided for herein have been paid.
- II. Tenant agrees that it will from time to time, upon request by Landlord, execute and deliver to Landlord within (1) days after demand thereof, an Estoppel Certificate in Landlord's form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified).

#### ***Pattern 2: Contents Not Described***

##### ***Examples***

- I. The Tenant shall, from time to time, no later than fifteen (15) days following the written request of the Landlord, furnish Landlord a written statement, signed by Tenant concerning the status of any matter pertaining to the Lease.
- II. Recognizing that each party may find it necessary to establish to third parties, such as accountants, banks, potential or existing mortgagees or potential purchasers or the like, the then current status of performance hereunder, each party, on the request of the other made from time to time, but no more than twice in any calendar year, will promptly furnish to the requesting party, or in the case of Landlord, to any existing or potential holder of any mortgage encumbering the Premises, the Building, the Site and/or the Property or any potential purchaser of the Premises, the Building, the Site and/or the Property, (each an "Interested Party"), a statement, to the best knowledge of the party giving the same, of the status of any matter pertaining to this Lease, including, without limitation, acknowledgments that (or the extent to which) each party is in compliance with its obligations under the terms of this Lease.

## **Leases: Fire Detection and Suppression**

### *Sifter searches for*

References to systems and equipment aimed at detecting or suppressing fire or smoke.

### *Examples*

- I. The existing fire alarm system shall be delivered to Tenant in good working condition.
- II. Landlord shall deliver the Premises to Tenant in good, vacant, broom clean condition, in compliance with all Applicable Laws, with the roof water-tight and shall cause the plumbing, electrical systems, fire sprinkler system, lighting, and all other building systems serving the Premises, including the Generator, in good operating condition and repair on or before the Lease Commencement Date, or such earlier date as Landlord and Tenant mutually agree.
- III. Shortly before the vacation date, the Lessee will forward confirmation regarding the integrity of the sprinkler system, smoke detectors and emergency lighting, confirmation of the Fire Department, and confirmation from a certified electrician regarding all other relevant systems in the Leasehold to the Lessor.

## Leases: Go Dark

### *Sifter searches for*

A provision that permits a tenant to cease operations on the leased property on condition that it continues to pay rent.

### *Examples*

- I. At any time after the Mandatory Operating Period, Tenant, in its sole and absolute discretion, may elect to cease to operate in the Premises by giving Landlord not less than one hundred eighty (180) days' prior written notice ('Go Dark Notice').
- II. Tenant shall be under no obligation to occupy the Premises, or once occupied, Tenant shall have the right to cease occupancy of the Premises, so long as Tenant continues to pay all Rent and perform all other obligations under this Lease.

## Leases: Holdover

### *Sifter searches for*

A provision that says what happens if a tenant does not leave the leased property at the end of the lease.

### *Pattern 1: General*

This pattern looks for language about property not being returned to the landlord and language about the consequences of a holdover.

### *Examples*

- I. If Tenant holds over with the consent of Landlord: (a) the Base Rent payable shall be increased to one hundred fifty percent (150%) of the Base Rent applicable during the month immediately preceding such expiration or earlier termination; (b) Tenants right to possession shall terminate on thirty (30) days notice from Landlord and (c) all other terms and conditions of this Lease shall continue to apply.
- II. If Tenant fails to surrender all or any part of the Premises at the termination of this Lease, occupancy of the Premises after termination shall be that of a tenancy at sufferance.

## Leases: HVAC Maintenance and Operation

### *Sifter searches for*

Provisions referring to the maintenance, operation, or repair of heating, ventilation, and air-conditioning systems.

### *Examples*

- I. Tenant shall, at its sole cost and expense, operate and maintain the HVAC units (one per floor of the Premises) that exclusively serve the Premises (collectively, the "Unit") in accordance with the provisions of this Article.
- II. Landlord shall furnish all normal services and utilities such as elevator service, lighting replacement for building standard lights, restroom supplies, window washing, janitorial services, heating, ventilation and air conditioning ("HVAC") maintenance, landscape maintenance, parking lot sweeping, pest control services, and fire alarm monitoring (if installed and required) in a manner that such services are customarily furnished to comparable office buildings in the area. Landlord shall also provide water, sewer, electric, gas and trash removal services to the building as required.
- III. The following will be performed by Landlord at its cost and expense and not included as additional rent: roof replacements, HVAC replacements and structural repairs (unless such costs are incurred because of the act or negligence of Tenant.)
- IV. General Services and Expenses (for the Building Common Areas):
  - (a) Janitorial services.
  - (b) Maintenance and repair.
  - (c) Landscaping maintenance, supplies and refurbishing.
  - (d) Cleaning, maintaining, resurfacing, and striping of the parking area.
  - (e) Operatorless elevator service and maintenance.
  - (f) Supplies for restrooms and other public portions of the Building and the property.
  - (g) Maintenance of air conditioning, heating, sprinkler, access control and other mechanical systems."

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## LEGALSIFTER REVIEW and LEGALSIFTER ORGANIZE

### **Leases: If a Tenant Event of Bankruptcy Occurs**

#### *Sifter searches for*

A provision in which a tenant event of bankruptcy is an event of default or otherwise leads to consequences.

#### ***Pattern 1: Conditional***

##### ***Examples***

- I. In the event that any bankruptcy, insolvency, reorganization or other debtor-creditor proceedings shall be instituted by or against Tenant, its successors or assigns, or any guarantor of Tenant hereunder, the security shall be deemed to be applied to the payment of the Fixed Rent and Additional Rent due Landlord for periods prior to the institution of such proceedings and the balance, if any, may be retained by Landlord in partial satisfaction of Landlord's damages.
- II. In the event that Tenant shall become a debtor in a case filed under Chapter 7 of the Bankruptcy Code which is transferred to Chapter 11, Tenant's trustee or Tenant, as debtor-in-possession, must elect to assume this Lease within one hundred and twenty (120) days from the date of the filing of the petition under Chapter 11 or transfer thereto, or Tenant's trustee or debtor-in-possession shall be deemed to have rejected this Lease.

#### ***Pattern 2: Event of Default List***

##### ***Examples***

- I. Tenant shall file a petition or be adjudged bankrupt or insolvent under any applicable federal or state bankruptcy or insolvency law; or a receiver or trustee shall be appointed for all or substantially all of Tenant's assets.
- II. The making by Tenant of any general assignment for the benefit of creditors; or should there be filed by or against Tenant a petition to have Tenant adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant, the same is dismissed, or Tenant has commenced efforts to have the same dismissed, within thirty (30) days; or should an appointed trustee or receiver take possession of substantially all of Tenant's assets located at the Premises, or of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days; or should substantially all of Tenant's assets located at the Premises or Tenant's interest in this Lease have been attached or judicially seized, where the seizure is not discharged within thirty (30) days.

## Leases: If Tenant Abandons the Premises

### *Sifter searches for*

A provision in which the tenant abandoning the premises is an event of default or otherwise leads to consequences.

### *Examples*

- I. Landlord shall not be required to give any notice to Tenant in the event of any emergency, for recurring services (e.g., janitorial) or if Tenant has vacated the Premises.
- II. If Tenant abandons or surrenders the Leased Premises, or is dispossessed by process of law or otherwise, any of Tenant's Property left on the Leased Premises shall be deemed to be abandoned, and, at Landlord's option, title shall pass to Landlord under this Lease as by a bill of sale, subject to any prior lienholder, consistent with state law.
- III. That if the Premises, or any part thereof shall be deserted or become vacant during said term...

## **Leases: If Tenant Breaches the Lease**

### ***Sifter searches for***

A provision in which the tenant breaching the lease is an event of default or otherwise leads to consequences.

### ***Pattern 1: Conditional***

#### ***Examples***

- I. In the event that Tenant breaches any of its indemnity obligations hereunder or under any other contractual or common law indemnity: (i) Tenant shall pay to the Landlord Parties all liabilities, loss, cost, or expense (including reasonable attorneys' fees) incurred as a result of said breach; and (ii) the Landlord Parties may deduct and offset from any amounts due to Tenant under this Lease any amounts owed by Tenant pursuant to this Section 8.1(b).
- II. In the event that Tenant is in breach or Default under this Lease, whether or not Landlord exercises its right to terminate or any other remedy, Tenant shall reimburse Landlord upon demand for any reasonable costs and expenses that Landlord may incur in connection with any such breach or Default , as provided in this Section 21(c).

### ***Pattern 2: Event of Default List***

#### ***Examples***

- I. Tenant shall fail to comply with any term, provision or covenant of this Lease, other than the payment of Rent, and the failure is not cured within thirty (30) days after written notice to Tenant;
- II. Except where a specific time period is otherwise set forth for Tenant's performance in this Lease, in which event the failure to perform by Tenant within such time period shall be a default by Tenant under this Section 19.1.2, any failure by Tenant to observe or perform any other provision, covenant or condition of this Lease to be observed or performed by Tenant where such failure continues for thirty (30) days after written notice thereof from Landlord to Tenant;



## Leases: If Tenant Fails to Pay Rent

### *Sifter searches for*

A provision in which the tenant failing to pay rent is an event of default or otherwise leads to consequences.

### ***Pattern 1: Conditional***

#### ***Examples***

- I. If Lessee fails to pay Rent, or otherwise Defaults under this Lease , Lessor may use, apply or retain all or any portion of said Security Deposit for the payment of any amount already due Lessor , for Rents which will be due in the future, and/ or to reimburse or compensate Lessor for any liability, expense, loss or damage which Lessor may suffer or incur by reason thereof.
- II. If Tenant does not pay any Rent when due hereunder, Tenant shall pay Landlord a one-time administration fee in the amount of five percent (5%) of the delinquent rent.

### ***Pattern 2: Event of Default List***

#### ***Examples***

- I. Tenant shall fail to pay any installment of Rent within five (5) calendar days of its Payment Date;
- II. Failure of Tenant to pay installment of rent within five (5) days of the due date, or failure of Tenant to pay within fifteen (15) days any other sum herein required to be paid by Tenant.

## Leases: If Tenant Fails to Take Possession of the Premises

### *Sifter searches for*

A provision in which the tenant failing to take possession of the premises is an event of default or otherwise leads to consequences.

### ***Pattern 1: Conditional***

#### ***Examples***

- I. In the event that Tenant does not take possession of the Premises on the Lease Commencement Date because of "Tenant Delay " (as defined below), the Lease Commencement Date and the Rent Commencement Date shall not be extended and Tenant shall thereupon commence payment of monthly Rent , and the expiration date of the Initial Term shall not be extended.
- II. In the event that the Tenant vacates or fails to occupy the Leased Premises, the Tenant shall nonetheless be responsible for the payment of all rentals attributable to the Leased Premises and for all of its other obligations under the Lease.

### ***Pattern 2: Event of Default List***

#### ***Examples***

- I. Tenant fails to take possession of the Premises on the Commencement Date or later vacates or abandons the Premises without Notice to Landlord;
- II. (b) Tenant fails to take possession of the Premises within thirty (30) days after the Commencement Date; ...

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## LEGALSIFTER REVIEW and LEGALSIFTER ORGANIZE

### **Leases: If the Premises Become Subject to a Lien**

#### *Sifter searches for*

A provision in which the premises becoming subject to a lien is an event of default or otherwise leads to consequences.

#### ***Pattern 1: Conditional***

##### ***Examples***

- I. If any lien attaches or is claimed, Tenant, within ten (10) days following the imposing of any such lien, shall cause the same to be released of record by payment or posting of a bond as provided in the Texas Property Code.
- II. If any lien is recorded against the Premises or Building or any suit affecting title thereto is commenced as a result of such work or services, Tenant shall cause it to be removed from record within 30 days after notice from Landlord or, if Tenant desires to contest it, Tenant shall furnish Landlord within such 30-day period adequate security of at least 150% of the amount of the claim, plus estimated costs and interest.

#### ***Pattern 2: Event of Default List***

##### ***Examples***

- I. Tenant shall fail to discharge or otherwise obtain the release of any lien placed upon the Premises in violation of this Lease within 15 days after Tenant receives written notice that any such lien is filed against the Premises.
- II. This Lease or the Leased Premises or any part of the Leased Premises are taken upon execution or other process of law directed against Tenant, or are taken upon or subject to any attachment at the instance of any creditor or claimant against Tenant, and said attachment is not discharged or disposed of within thirty (30) days after its levy;

#### ***Pattern 3: Obligation***

##### ***Examples***

- I. Tenant will, within thirty (30) days after notice from Landlord, discharge or satisfy by bonding or otherwise any liens filed against Landlord or all or any portion of the Real Property as a result of any such act or omission, including any lien or encumbrance arising from contract or tort claims.

## **Leases: Indemnified Against Claims for Broker Commissions**

### *Sifter searches for*

Provisions that indemnify a party against claims for brokerage commissions.

### *Examples*

- I. Tenant agrees to indemnify and hold Landlord, its members, principals, beneficiaries, partners, officers, directors, employees, mortgagee(s) and agents, and the respective principals and members of any such agents (collectively, the “Landlord Related Parties”) harmless from all claims of any brokers claiming to have represented Tenant in connection with this First Amendment , other than the Broker.
- II. Each party agrees to indemnify, defend and hold the other parties harmless from and against any and all claims, losses, liabilities, and damages by any broker, agent or other person claiming a commission or other form of compensation by virtue of having dealt with such party with regard to this Consent and the transactions referenced herein.
- III. Landlord and Tenant each represent and warrant that there are and will be no claims for brokerage commissions or finder’s fees in connection with the making of this Lease , other than the broker(s) (if any) listed in the Basic Lease Information (“Broker”) and each party agrees to indemnify, defend and hold harmless the other from and against any liabilities from any claim for such a commission or fee arising from commitments made or alleged to have been made by the indemnifying party, in breach of the foregoing representation, including reasonable attorneys’ fees and expenses actually incurred in connection with any such claim.

## **Leases: Landlord Authorized to Obtain Tenant's Credit Report**

### *Sifter searches for*

References to the landlord being authorized to obtain the tenant's credit report.

### ***Pattern 1: Authorization***

#### ***Examples***

- I. Resident expressly authorizes Owner/Agent (including a collection agency) to obtain Resident's consumer credit report, which Owner/Agent may use if attempting to collect past due rent payments, late fees, or other charges from Resident, both during the term of the agreement and thereafter.
- II. The Tenant has authorized the Agent to order and obtain a Consumer Credit Report from a consumer reporting agency to be used in connection with the execution of this lease.

### ***Pattern 2: Discretion***

#### ***Examples***

- I. During this lease and thereafter, Landlord or its agents (including a collection agency) may obtain Tenant's credit report, which Landlord or its agent may use in attempting to collect unpaid rent, late fees, or other charges from Tenant.

## Leases: Landlord Liability Limited to Interest in Premises

### *Sifter searches for*

Provisions that limit landlord liability to the landlord's interest in the premises.

### ***Pattern 1: Interest in Property***

#### ***Examples***

- I. Tenant acknowledges and agrees that the liability of Landlord under this Lease shall be limited to its interest in the Building and any judgments rendered against Landlord shall be satisfied solely out of the proceeds of sale of its interest in the Building.
- II. Tenant specifically agrees to look solely to Landlord's equity interest in the Premises for the recovery of any monetary judgment against Landlord, it being agreed that Landlord (and its partners, members and shareholders) shall never be personally liable for any such judgment.

### ***Pattern 2: Look to***

#### ***Examples***

- I. Tenant specifically agrees to look solely to the Leased Property for recovery of any judgment from Landlord.
- II. The obligations of Lessor under this Lease shall not constitute personal obligations of Lessor or its partners, members, directors, officers or shareholders, and Lessee shall look to the Project, and to no other assets of Lessor, for the satisfaction of any liability of Lessor with respect to this Lease, and shall not seek recourse against Lessor's partners, members, directors, officers or shareholders, or any of their personal assets for such satisfaction.

## Leases: Landlord May Enter the Premises

### *Sifter searches for*

A provision that allows the landlord to enter the premises to conduct maintenance, inspect the premises, and remedy a tenant breach.

### ***Pattern 1: Discretion***

#### ***Examples***

- I. If LESSEE shall at anytime breach or default in the performance of any of the obligations, covenants or agreements of LESSEE under this section, LESSOR shall have the right to enter upon the Leased Premises and to perform such obligations of LESSEE, including payment of money and the performance of any other act.
- II. Landlord and Landlord 's representatives may enter the Premises during business hours on not less than 48 hours advance written notice (except in the case of emergencies in which case no such notice shall be required and such entry may be at any time) for the purpose of effecting any such repairs, inspecting the Premises, showing the Premises to prospective purchasers and, during the last year of the Term, to prospective tenants or for any other business purpose.

### ***Pattern 2: Obligation***

#### ***Examples***

- I. The Tenant shall permit the Landlord or a person authorized by the Landlord to enter the Premises to examine the condition thereof and view the state of repair at reasonable times.
- II. The Tenant acknowledges that the Landlord, or its agents, shall be permitted to enter onto the Leased Premises at any time to inspect the Leased Premises, if it has reason to believe that the Tenant has breached its covenant contained herein this Section.

## **Leases: Landlord May Repossess the Premises**

### *Sifter searches for*

A provision that allows the landlord to repossess the premises.

### *Pattern 1: Discretion*

#### *Examples*

- I. If the term of this Lease shall be so terminated, Landlord may immediately or at any time thereafter re-enter or re-possess the Premises and remove all persons and property there from without being liable for trespass or damages.
- II. Landlord can re-enter the Leased Premises and re-let the Leased Premises, without such action constituting a surrender of the Leased Premises or a termination of this Lease.
- III. Landlord shall have the right to enter and take possession of all or any portion of the Leased Premises without electing to terminate this Lease, Landlord shall have the right to relet all, or any portion of the Leased Premises on such terms as Landlord deems advisable.



## **Leases: Landlord Required Renter Liability Insurance**

### *Sifter searches for*

References to landlord required renter liability (LRRL) insurance.

### *Examples*

- I. If Resident does not maintain Minimum Required Insurance, the Minimum Required Insurance provision of the Lease Agreement may be satisfied by Landlord, who may schedule the Resident or their unit for coverage under the Landlord's Required Resident Liability Insurance Policy ("LRRL").
- II. An amount equal to the total cost to the Landlord for the LRRL coverage for the rental property shall be charged to Tenant by Landlord.

## Leases: Landlord Selling the Premises

### *Sifter searches for*

Provisions stating that the landlord may sell the premises.

### *Examples*

- I. Landlord is entitled to sell, transfer or assign, in whole or in part, its rights and obligations under this Lease and in the Leased Premises, provided any assignee or purchaser agrees to assume all Landlord's obligations and duties hereunder from and after the date of such assignment.
- II. Landlord will have the right, at any time and from time to time, during the Lease Term to sell, convey, transfer and assign Landlord's interest in the Property; provided, however, that Landlord agrees that such sale, conveyance, transfer or assignment shall be expressly subject to the rights of Tenant pursuant to this Agreement.
- III. Subject to the terms of Section 4, the terms, covenants and conditions contained in this Lease shall bind and inure to the benefit of Landlord and Tenant and, except as otherwise expressly provided herein, their respective personal representatives and successors and assigns; provided, however, that Landlord shall have the right to sell the Building but only upon prior six (6) month notice to Tenant.

## Leases: Maintenance and Repair

### *Sifter searches for*

Provisions relating to obligations to maintain and repair leased premises.

### *Examples*

- I. Except for Landlord 's obligations set forth herein, including, without limitation, subparagraph (b) below, Tenant agrees that it will, during the Term hereof, at its own cost and expense, take good care of the entire Demised Premises and each and every part thereof, keep and maintain all buildings and improvements erected upon the Demised Premises, both outside and inside, structural and non-structural, in good order and repair, and in a safe condition.
- II. Subject to the provisions of Sections 10.1, 10.2 and 10.3 relating to Landlord's approval of certain Alterations, Capital Improvements and Material Capital Improvements, Tenant, at its expense and without the prior consent of Landlord, shall maintain the Leased Property, and every portion thereof.
- III. Unless expressly set forth in the Primary Lease, Landlord shall not be required and shall have no obligation to make any improvements or repairs of any kind or character in the Premises or to the Building during the Lease Term, and Tenant hereby waives any right to require Landlord to make any repairs or perform any maintenance to the Premises or the Building.
- IV. Landlord shall not be required to make any improvements to or repairs of any kind or character to the Leased Premises during the Term of this Lease.

## Leases: No Landlord Personal Liability

### *Sifter searches for*

Provisions excluding landlord personal liability.

### *Examples*

- I. No Landlord Parties (other than Landlord ) shall have any personal liability therefore, and Tenant hereby expressly waives and releases such liability on behalf of itself and all persons claiming by, through or under Tenant .
- II. Notwithstanding anything to the contrary provided in this Lease, if Landlord or any successor in interest of Landlord shall be an individual, partnership, limited liability company, corporation, trust, tenant in common or mortgagee, there shall be absolutely no personal, corporate or entity liability on the part of Landlord or any individual or member of Landlord or any manager, stockholder, director, officer, employee, partner or trustee of Landlord with respect to the terms, covenants or conditions of this Lease, and Tenant shall look solely to the interest of Landlord in the Leased Property for the satisfaction of each and every remedy that Tenant may have for the breach of this Lease; such exculpation from personal, corporate or entity liability to be absolute and without any exception, whatsoever.
- III. Any liability of Landlord under this Lease shall be limited solely to its interest in the Building and the Property, and in no event shall any personal liability be asserted against Landlord in connection with this Lease nor shall any recourse be had to any other property or assets of Landlord . No directors, officers, employees, managers, members, partners, agents, shareholders or owners of any corporation, limited liability company or partnership which is Landlord shall have any personal liability arising from or in connection with this Lease.

## Leases: Notifying Tenant of Sale of Premises

### *Sifter searches for*

Provisions relating to the landlord notifying the tenant of sale of the premises.

### *Examples*

- I. Landlord agrees to notify Tenant in writing prior to any such sale, conveyance, transfer or assignment of the property and Landlord agrees to deliver to Tenant true and complete copies of the instrument or instruments which will consummate each such transfer at least thirty (30) days prior to the effective date thereof.
- II. Landlord shall, subject to the provisions of Section 20.24, also have the right to sell or transfer its fee title in the Premises and to transfer its rights, titles and interests in this Lease to such transferee or purchaser, without the consent of Tenant , but Tenant shall be given written notice of any such sale and transfer upon consummation thereof.
- III. Landlord shall send Tenant written notice (“Landlord’s Sale Notice”) of its offer to sell the Leased Premises, which notice shall set forth a sales price in US Dollars and the proposed terms of such sale in the form of a proposed purchase and sale agreement in the customary form for the Leased Premises (the “Purchase Agreement”).
- IV. If Lessor determines to sell the Building, Lessor shall so notify Lessee.

## Leases: Notifying the Landlord of Damage

### *Sifter searches for*

Provisions requiring the tenant to notify the landlord of damage from fire or any other casualty.

### *Examples*

- I. If the Premises is damaged by fire or other casualty, whether or not from a risk covered by insurance, Tenant shall give Landlord prompt written notice thereof, and within thirty (30) days after the occurrence of the casualty, Tenant shall provide Landlord with a notice detailing Tenant's good faith estimate, based on consultations with and supported by reports and recommendations of qualified architects and contractors, of the length of time (the "Estimated Repair Period") that it will take following commencement of construction to complete the reconstruction, restoration and repair of the Premises, using customary construction techniques and assuming normal working conditions and work schedules, to reconstruct, restore or repair the Premises in accordance with the terms of this Section 21.
- II. Tenant shall notify Landlord of any accident or damage occurring in, on or about the Premises as soon as possible but in no event later than seventy-two (72) hours after Tenant has actual knowledge of such accident or damage.
- III. In the event that the Demised Premises are damaged by fire or other casualty, then Tenant shall immediately notify Landlord in writing of such event.

## Leases: Number of Parking Spaces

### *Sifter searches for*

A statement of the number of parking spaces or other parking options available to the tenant.

### *Examples*

- I. Tenant shall be permitted to use up to 47 parking spaces in the parking area serving the Building
- II. TENANT will have the right to lease from [Company] up to five (5) parking spaces in Lot ### (at the corner of Main Street and Uptown Avenue) at the cost of ## (\$##.00) Dollars per space, per month.
- III. On or before the November 1, 2015 (the “Second Parking Election Date”), Tenant shall have the right, at Tenant’s election, to use up to an additional seven (7) unreserved parking spaces pursuant to the same terms as the first sentence of this Section 12 and the Maximum Parking Spaces shall be increased to fourteen (14) unreserved parking spaces.
- IV. Parking: 28 parking passes in accordance with the provisions set forth in Exhibit F to this Lease.

## Leases: Operating Hours

### *Sifter searches for*

Statements of what operating hours are.

### *Examples*

- I. In the event that the Lessee regularly uses the Leased Premises for a significantly greater number of hours or different hours than the opening hours of the Property (which are currently from 7:00 a.m. to 9:00 p.m. from Monday to Friday), the Lessor shall be entitled to increase the Lessee 's share of charges in order to take account of the excess costs caused by this particular use.
- II. Normal operating hours and HVAC hours for the Premises are from 7:00 am to 6:00 pm, Monday through Friday, and from 8:00 am to 1:00 pm on Saturdays.
- III. In the event that the Lessee regularly uses the Leased Premises for a significantly greater number of hours or different hours than the opening hours of the Property (which are currently from 7:00 a.m. to 9:00 p.m. from Monday to Friday), the Lessor shall be entitled to increase the Lessee 's share of charges in order to take account of the excess costs caused by this particular use.
- IV. The Building operating hours are from 8:00 a.m. to 6:00 p.m.



## Leases: Paying Broker

### *Sifter searches for*

Provisions saying that a party must pay a broker's fee.

### *Examples*

- I. Landlord shall pay Broker a commission pursuant to separate agreement.
- II. Upon execution and delivery of this Lease by both Parties, Lessor shall pay to the Brokers for the brokerage services rendered by the Brokers the fee agreed to in to in the attached a separate written agreement or if no such agreement is attached, the sum of \_\_\_\_\_ or \_\_\_\_\_% of the total Base Rent payable for the Original Term, the sum of \_\_\_\_\_ or \_\_\_\_\_ of the total Base Rent payable during any period of time that the Lessee occupies the Premises subsequent to the Original Term, and for the sum of \_\_\_\_\_ or \_\_\_\_\_% of the purchase price in the event that the Lessee or anyone affiliated with Lessee acquires from Lessor any rights to the Premises.
- III. The parties represent and warrant to each other that they had no contact with any real estate broker, salesman or finder in connection with the transaction resulting in this Lease other than [Company A], whose commission will be paid by Landlord pursuant to a separate agreement among the Parties.
- IV. Notwithstanding the foregoing, the parties acknowledge that a brokerage fee of \$### is due to [Company A] (the "Broker") for brokerage services in connection with the Initial Term, and that Landlord shall be exclusively liable for this fee.

## **Leases: Paying for Maintenance and Repair**

### *Sifter searches for*

Provisions requiring or not requiring a party to pay for maintenance or repair of premises.

### ***Pattern 1: Payment***

#### ***Examples***

- I. In addition to the Rent, Tenant shall be responsible for all costs of operating and maintaining the Leased Premises including insurance and routine maintenance.
- II. Tenant at its expense shall pay and be responsible for any and all costs arising out of or relating to the maintenance, operation, repair, replacement and administration of the Leased Premises, including, without limitation, (i) the cost of security, janitorial, garbage removal and trash removal services, and (ii) the cost of all fuel, water, electricity, telephone and any other utilities used at the Leased Premises (and the cost of setting up connections thereto).

### ***Pattern 2: Expense***

#### ***Example***

- I. Tenant shall promptly make, at Tenant's expense, all repairs in and to the demised premises for which Tenant is responsible, using only the contractor for the trade or trades in question, selected from a list of at least three (3) licensed contractors per trade submitted by Owner .

## Leases: Paying for Utilities

### *Sifter searches for*

A provision stating who is responsible for payment of utilities.

### *Examples*

- I. Tenant shall pay directly for all utilities and services supplied to the Premises, including but not limited to electricity, telephone, security, gas, and cleaning of the Premises, together with any taxes thereon.
- II. Tenant shall purchase all utility services and shall provide for garbage, cleaning and extermination services.
- III. Lessee shall pay for all water, gas, heat, light, power, telephone, trash disposal and other utilities and services supplied to the Premises, together with any taxes thereon.

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## LEGALSIFTER REVIEW and LEGALSIFTER ORGANIZE

### **Leases: Permitted Use and Prohibited Use**

#### *Sifter searches for*

Provisions stating what a tenant may or may not use the premises for.

#### ***Pattern 1: Discretion***

##### ***Examples***

- I. The Premises may only be used and occupied by Tenant for laboratory purposes and other uses related thereto or incidental to such purpose, including without limitation, storage and office uses, and no other use of the Premises shall be permitted without Landlord's prior written consent, which consent shall not be unreasonably withheld.
- II. Sublessee may use and occupy the Subleased Premises only for general office, administration, research and development and other legal uses not expressly prohibited herein or in the Master Lease, and for no other use or purpose.

#### ***Pattern 2: Obligation***

##### ***Examples***

- I. Tenant shall use the Premises only for the purposes stated in Item 3 of the Basic Lease Provisions and for no other use whatsoever.
- II. Lessee shall use and occupy the Premises only for the Agreed Use, or any other legal use which is reasonably comparable thereto, and for no other purpose.

#### ***Pattern 3: Prohibition***

##### ***Examples***

- I. Tenant shall not use the Premises or permit anything to be done in or about the Premises or the Building which will in any way conflict with any present or future law, statute, ordinance, code, rule regulation, requirement, license, permit, certificate, judgment, decree, order or direction of any present or future governmental or quasi-governmental authority, agency, department, board, panel or court (singularly and collectively "Laws"). [Poorly written, so no for]
- II. Neither Tenant nor its Agents shall use the Premises in any manner that under any Law would require Landlord to make any Alteration to or in the Building, Property or Common Areas (without limiting the foregoing, Tenant shall not use the Premises in any manner that would cause the Premises, Building or Property to be deemed a "place of public accommodation" under the ADA if such use would require any such Alteration ).

## Leases: Quiet Enjoyment

### *Sifter searches for*

Provisions ensuring the tenant or other tenants' quiet enjoyment of the premises.

### ***Pattern 1: Discretion***

#### ***Examples***

- I. Owner covenants and agrees with Tenant that upon Tenant paying the rent and additional rent and observing and performing all the terms, covenants and conditions, on Tenant 's part to be observed and performed, Tenant may peaceably and quietly enjoy the premises hereby demised, subject, nevertheless, to the terms and conditions of this lease including, but not limited to, Article 31 hereof, and to the ground leases, underlying leases and mortgages hereinbefore mentioned.
- II. Provided no Event of Default shall have occurred and be continuing, Tenant may peacefully and quietly enjoy the Premises during the Term as against all persons or entities lawfully claiming by or through Landlord ; subject, however, to the provisions of this Lease.

### ***Pattern 2: Obligation***

#### ***Examples***

- I. While Tenant remains in compliance with its obligations under this lease, including its obligation to pay rent and all other material obligations, Landlord covenants quiet enjoyment of the premises.

## Leases: Quiet Enjoyment

### *Pattern 3: Prohibition*

#### *Examples*

- I. Sublandlord shall, except to the extent otherwise permitted under this Sublease, do nothing to affect Subtenants right to peaceably and quietly have, hold and enjoy the Sublease Premises.
- II. Tenant's quiet possession shall not be disturbed so long as no uncured Event of Default hereunder by Tenant exists.

### *Pattern 4: Other Tenant*

#### *Examples*

- I. Tenant shall not disturb or interfere with the quiet enjoyment of the premises of any other tenant.
- II. Tenant shall not interfere with Building services or other tenants rights to quietly enjoy their respective premises or the Common Areas.

## Leases: Real Estate Taxes

### *Sifter searches for*

A provision stating who is responsible for taxes on the leased property.

### *Examples*

- I. Tenant shall be responsible for the payment of all real estate taxes, assessments and other governmental charges levied (i) upon the Leased Premises and/or any improvements situated thereon, and (ii) upon Landlord by reason of its ownership of the Leased Premises (excluding any and all taxes, assessments and other charges related to Landlord's receipt of rents from the Leased Premises).
- II. Landlord shall pay all general taxes on Landlord's Property, including all general real estate taxes, personal property taxes on Landlord's personal property located at Landlord's Property and installments for special assessments arising during the Term of the Lease

## **Leases: Removing Equipment or Improvements**

### *Sifter searches for*

Provisions relating to removal of equipment or improvements.

### *Examples*

- I. Within thirty (30) days following the expiration or early termination of this License, Licensee shall remove all of Licensee's Equipment and surrender all of the Licensed Premises in the same condition it was prior to this License, normal wear and tear and casualty excepted..
- II. The Tenant shall remove its Antenna Facilities from the Site within one hundred twenty (120) days following the termination of the Lease.
- III. Licensee may at any time and in its sole discretion remove any of its Attachments from Licensor's Distribution Poles but shall provide notice of such removal to Licensor.



## Leases: Removing Fixtures

### *Sifter searches for*

Provisions relating to removal of fixtures at the end of a lease.

### *Examples*

- I. Lessee's movable office furniture and trade fixtures, installed at Lessee's own expense, shall remain Lessee's property and may be removed by him from the Premises at any time.
- II. Any fixtures placed by Lessee upon the leased Premises are to remain Lessee's property and may be removed from the leased Premises at the expiration of the Lease term.
- III. Unless the same are required for the performance by the Lessee of its obligations hereunder, the Lessee shall have the right at any time during the letting to remove from the premises, and, on or before the expiration or earlier termination of the letting, shall so remove its equipment, removable fixtures and other personal property, and all property of third persons for which it is responsible, repairing all damages caused by such removal.

## Leases: Rent Abatement

### *Sifter searches for*

A provision addressing when the tenant would be entitled to a rent abatement.

### *Examples*

- I. In the event of Premises Partial Damage or Premises Total Destruction or a Hazardous Substance Condition for which Lessee is not responsible under this Lease, the Rent payable by Lessee for the period required for the repair, remediation or restoration of such damage shall be abated in proportion to the degree to which Lessees use of the Premises is impaired, but not to exceed the proceeds received from the Rental Value insurance.
- II. In the event a material portion of the Premises is damaged as a result of a fire or other casualty, the Base Rent shall abate for the portion of the Premises that is damaged and not usable by Tenant until substantial completion of the repairs and restoration required to be made by Landlord pursuant to Section 16.A.

## Leases: Rent Payments

### *Sifter searches for*

Provisions that identify all rent payments due - whether "Base Rent", "Additional Rent", or other types of rental payments that are due.

### *Examples*

- I. Base Rent for the Premises for the first five (5) years of the Term is as follows: Lease Date Range Base Rent Initial Annual Base Year I Rentable Monthly Rent square Area Installment foot.
- II. Initial Rental Rate: \$26.50 per square foot of Rentable Floor Area of Demised Premises per year, subject to adjustments as set forth in Section 7 below.
- III. Provided no Event of Default shall have occurred and shall be continuing, Tenant shall be conditionally excused of the payment of Base Rental in an amount equal to \$## per month for the first five years.

## Leases: Restoring Fire or Casualty Damage

### *Sifter searches for*

Provisions relating to restoring premises damaged or destroyed by fire or some other casualty.

### *Examples*

- I. In the event the Leased Premises or the building in which the Leased Premises is located shall be partially damaged by fire or other casualty, the same, except as hereinafter provided, shall be repaired as speedily as possible by and at the expenses of Lessor, and the Rent shall be abated in proportion to that part of the Leased Premises which are untenable.
- II. If the Premises or the building in which the Premises are situated shall be destroyed or so damaged by fire or other casualty insurable under standard fire and extended coverage insurance as to render more than fifty percent (50%) of the Premises or fifty percent (50%) of said building untenable, Lessor may, at its election to be exercised by notice given to Lessee not more than thirty (30) days after the occurrence of the damage, terminate this Lease; but if Lessor shall not so elect, Lessor shall, as promptly as may be reasonable, repair, rebuild or restore any such damage suffered in the Premises as in this Article provided; however, Lessor's obligations shall be limited to restore the Premises to the same condition as when first occupied by Lessee.
- III. In case the building in which the Premises is situated shall be partially or totally destroyed by fire or other casualty insurable under standard fire and extended coverage insurance so as to become partially or totally untenable, the same shall be repaired as speedily as possible at the expense of Lessor, unless Lessor shall elect not to rebuild as hereinafter provided.

## Leases: Sale of Premises Releases Landlord

### *Sifter searches for*

Provisions stating that sale of the leased premises releases the landlord.

### *Examples*

- I. In the event that Landlord or any successor owner of the Building sells or conveys the Building, all liabilities and obligations of Landlord or the successor owner under this Lease accruing after the sale or conveyance terminates, shall be binding on the new owner, and Tenant shall release Landlord from all liability under this Lease.
- II. If the original Landlord hereunder, or any successor owner of the Property, sells or conveys the Property, all liabilities and obligations on the part of the original Landlord, or such successor owner, under this Lease accruing after such sale or conveyance shall terminate and the original Landlord, or such successor owner, shall automatically be released therefrom, and thereupon all such liabilities and obligations shall be binding upon the new owner.
- III. Any such sale, transfer or assignment shall, upon assumption by the transferee of Landlord's obligations hereunder, release Landlord from all liabilities under this Lease arising after the date of such sale, assignment or transfer, and Tenant agrees to look solely to the successor in interest of Landlord for the performance of such obligation.

## Leases: Security Deposit

### *Sifter searches for*

Whether the tenant is required to pay a security deposit.

### *Examples*

- I. Tenant shall deposit with Landlord \$# (“Security Deposit”), which shall be held by Landlord as security for the faithful performance by Tenant of all the terms, covenants, and conditions of this Lease.
  
- II. The Tenant agrees to deposit the amount of # Dollars (\$#) with the Landlord upon the execution of this Lease to be held by the Landlord, without interest, as security for the full, timely and faithful performance of the Tenant’s covenants under this Lease, it being expressly agreed that the Deposit is not an advance rental deposit or a measure of the Landlord’s damages in ease of the Tenant’s default.

## Leases: Signage

### *Sifter searches for*

References to tenant signage.

### *Examples*

- I. Tenant shall have the right to, at Tenants cost and expense, to install a sign (Tenants Facade Sign) on the south facing wall of the Building above Tenants exclusive entrance on such south-facing wall in the location shown on Exhibit 13.
- II. Upon Landlords prior written approval (which such approval shall not be unreasonably withheld, conditioned or delayed), Tenant may, at Tenants sole cost and expense, erect signage consisting of Tenants name and logo on the Building tower (such signage referred to herein as the Exterior Signage).

## Leases: Smoking

### *Sifter searches for*

References to smoking (including use of electronic cigarettes) in or outside the premises.

### *Examples*

- I. Tenant, its servants, employees, customers, invitees, and guests shall not smoke in the Building.
- II. Furthermore, in no event shall Tenant its employees or agents smoke tobacco products or other substances (x) within any interior areas of the Project, or (y) within two hundred feet (200') of the main entrance of the Building or the main entrance of any of the adjacent buildings, or (z) within seventy-five feet (75') of any other entryways into the Building.



## Leases: Storage Facilities

### *Sifter searches for*

References to storage facilities.

### *Examples*

- I. Any storage space at any time leased to Tenant hereunder shall be used exclusively for storage.
- II. Notwithstanding the foregoing or anything to the contrary contained in the Lease , (a) Tenant may remove the [items] on or before the Early Termination Date, and (b) Tenant shall not be required to remove any permanent Alterations or improvements existing in the remaining Premises as of the date of this Amendment on or before the Early Termination Date.

## **Leases: Tenant Bound to New Landlord (Attornment)**

### ***Sifter searches for***

Provisions referring to tenant accepting any new landlord.

### ***Pattern 1: Attorn***

#### ***Examples***

- I. Tenant agrees to attorn to Acquiring Party as the Landlord , with the attornment being effective and self-operable immediately upon Acquiring Party succeeding to the interest of Landlord under the Lease, all without the execution by the parties of any further instruments.
- II. Except as set forth in this Lease, this Lease shall not be affected by any such sale, and Tenant agrees to attorn to the purchaser or assignee.

### ***Pattern 2: Attornment Agreement***

#### ***Examples***

- I. (c) Tenant will execute and deliver upon request of Successor Landlord an appropriate agreement of attornment to Successor Landlord.
- II. This Section is self-operative as to Superior Leases and Mortgages and Landlord s Mortgagees existing when this Lease is executed, but if requested to confirm a subordination and/or attornment, Tenant will execute subordination and attornment agreements furnished by the then-current Landlord s Mortgagees within fifteen (15) days after request.

### ***Pattern 3: Bound***

#### ***Examples***

- I. Landlord shall have the right to sell, assign, transfer, or otherwise alienate its interest in the Premises, and upon such sale, assignment, transfer, or alienation, the new holder of Landlord's interest shall succeed (except as expressly provided to the contrary herein) to all of Landlord's obligations hereunder, and Tenant shall be bound to the new holder of Landlord's interest to the same extent as it was bound to Landlord.

## Leases: Tenant Must Surrender the Premises

### *Sifter searches for*

A provision that requires the tenant to surrender the premises.

### *Examples*

- I. Upon the expiration of the Lease Term, or upon earlier termination thereof through the exercise of any option to terminate the Lease Term hereof granted to Landlord, or upon the re-entry of Landlord upon the Premises as herein provided for in this Lease (collectively, the "Surrender Date"), Tenant shall peaceably and quietly leave and yield up unto Landlord the entire Premises in good order, condition and repair, excepting therefrom normal wear and tear.
- II. Upon the expiration or other termination of this Lease, Tenant shall quit and surrender to Landlord the Premises and the Terrace, vacant, broom clean, in good order and condition, ordinary wear and tear excepted, and Tenant shall remove all Specialty Alterations and all Additional Specialty Alterations subject to the provisions of Section 6.1(C)(2).
- III. Subtenant acknowledges that possession of the Subleased Premises must be surrendered to Sublandlord at the expiration or sooner termination of the Term hereof.

## Leases: Tenant Obligation to Obtain Renter's Insurance

### *Sifter searches for*

A provision requiring or advising the tenant to obtain one or both of insurance against tenant liability and insurance against damage or loss to the tenant's property.

### *Pattern 1: Obligation*

#### *Examples*

- I. Resident agrees Resident must maintain, at Resident's own expense, during the Lease term and any subsequent renewal and/or hold-over periods, a renter's or liability insurance policy, which provides limits of liability to third parties in an amount not less than ## Dollars per occurrence.
- II. You are required to purchase and maintain a renter's personal liability insurance policy which provides limits of liability to third parties in an amount not less than \$## per occurrence through an insurance company or insurance agent authorized to issue insurance in this state.

### *Pattern 2: Lease*

#### *Examples*

- I. You understand that paragraph 8 of the Lease Contract requires you to maintain a renter's or liability insurance policy, which provides limits of liability to third parties in an amount not less than \$## per occurrence.

### *Pattern 3: Insure*

#### *Examples*

- I. Tenant shall insure Tenant's personal property and liability with a policy of "renter's insurance" and Tenant's property shall be the sole responsibility of Tenant.
- II. Tenant is responsible for insuring Tenant's own property located in the rental unit.

## Leases: Terminating Because of Damage

### *Sifter searches for*

Provisions stating that the landlord or the tenant may terminate the lease if the premises have been damaged by fire or otherwise, or if the premises haven't been restored or can't be restored after such damage.

### ***Pattern 1: Permitted***

#### ***Examples***

- I. In the event that the Premises are substantially destroyed or damaged by fire or casualty, or by the action of public authority during the original term, and, in the reasonable opinion of an independent architect or engineer selected by Landlord, cannot be repaired or restored within two hundred and seventy (270) days from the date the repair or restoration work would commence, then this Lease may be terminated at the election of Tenant, which election shall be made by the giving of notice to Landlord within thirty (30) days after the date the opinion of the architect or engineer is made available to the parties, which notice shall specify the effective date of termination, which shall not be less than thirty (30) nor more than sixty (60) days after the date of Tenant 's termination notice.
- II. In the event that the Premises or the Building, or any material part thereof, shall be taken by any public authority or for any public use, or shall be destroyed or damaged by fire or casualty, or by the action of any public authority, then this Lease may be terminated at the election of Landlord.

### ***Pattern 2: Not Repaired***

#### ***Examples***

- I. Even if such Leased Premises or Building are reparable within 180 days after Damage, the Landlord shall have die right to terminate this Lease upon sixty (60) days notice to the Tenant following die date of Damage and die Tenant shall have no claim against the Landlord as a result of early termination.
- II. If Landlord fails to Substantially Complete the repair or restoration within 12 months from the date of damage or destruction, Tenant, upon not less than 60 days prior written notice (a Termination Notice ), may elect to terminate this Lease.

## Leases: Total Rentable Area

### *Sifter searches for*

A statement of the total rentable area of the leased premises.

### *Examples*

- I. Approximate Rentable Area of Premises\* is 53,110 square feet.
- II. Premises: Approximately 129,846 RSF in the aggregate, comprised of all of the rentable area on the 1st, 2nd, 3rd and 4th floors of the Building, as further set forth in Exhibit A to the Lease.
- III. Landlord, for and in consideration of the rents herein reserved and of the covenants and agreements herein contained on the part of Tenant to be performed, hereby leases to Tenant and Tenant accepts from Landlord, the entire first and second floors of the office building known as ## Main Drive, Boston, Massachusetts (the "Building"), containing approximately 50,000 rentable square feet in area as shown on Exhibit 1.1-1 attached hereto and made a part hereof (the "Premises").

## Leases: Use of Brokers

### *Sifter searches for*

Provisions stating whether the landlord or tenant has dealt with a broker in connection with the transaction.

### *Examples*

- I. Landlord and Tenant each represent to the other that it neither dealt with nor negotiated with any broker or person acting as such with respect to this Lease.
- II. Landlord and Tenant each represents and warrants to the other that it has not employed any broker in connection with this Lease transaction, except the broker named in Section 1(a)(21).
- III. Tenant represents and warrants it has dealt with no broker, agent, or other person representing Tenant in connection with this First Amendment other than Landlord's broker, [Company A] ("Landlord Broker"), and Tenant shall indemnify and hold Landlord and Landlord's property manager and leasing agent(s) harmless from and against any and all claims by any other broker, agent, or other person claiming a commission or other form of compensation by virtue of having dealt with Tenant in connection with the negotiation and execution of this First Amendment, including all costs, expenses and liabilities incurred by Landlord in connection with any such claim, including, without limitation, attorneys' fees and expenses.

## Leases: When Rent Is Due

### *Sifter searches for*

When the tenant must pay rent.

### *Examples*

- I. Base Rent: \$xxx per month (“Base Rent”), payable on the 1st day of each month commencing November x, 20XX.
- II. “Basic Rent Payment Dates” shall mean the Closing Date and the tenth (10th) day of each month (or, if such day is not a Business Day, the following Business Day) thereafter during the Term.
- III. Tenant shall pay the Rent for the following month by 25th of each month by the method designated by Lessor.



## Leases: When Tenant Has Access to Premises

### *Sifter searches for*

Provisions stating when the tenant has access to the premises, including when the landlord may limit access.

### ***Pattern 1: Tenant***

#### ***Examples***

- I. Except when and where Tenant's right of access is specifically excluded in this Lease, Tenant shall have the right of access to the Premises, the Building, and the Project parking facility twenty-four (24) hours per day, seven (7) days per week during the "Lease Term," as that term is defined in Section 2.1, below.
- II. From and after the Commencement Date through the expiration of the Term, Tenant shall have access to the Building and the Premises 24 hours a day, 7 days a week, except in the case of emergencies, as the result of Legal Requirements, the performance by Landlord of any installation, maintenance or repairs, or any other temporary interruptions, and otherwise subject to the terms of this Lease.

### ***Pattern 2: Limit Access***

#### ***Examples***

- I. In case of invasion, hostile attack, insurrection, mob violence, riot, public excitement or other commotion, explosion, fire or any casualty,
- II. Landlord reserves the right to bar or limit access to the Building for the safety of occupants or protection of property. Landlord shall have the right to limit access to the Building after normal business hours.

## Legal Advice, Providing or Not Providing

### *Sifter searches for*

References to a party providing, or not providing, legal advice.

### *Examples*

- I. The Client understands and agrees that in the course of providing services to the Client under this Agreement and any other agreements that the Client may enter into with [Company], neither [Company] nor its investment representatives provide the Client with any legal, tax or accounting advice.
- II. THIS CONTRACT is entered into by and between \_\_\_\_\_ and [Enter Attorney name, BA # \_\_\_\_\_], (Attorney) to compensate for providing legal advice, limited assistance, and legal representation for unemployment insurance claimants.
- III. [Company] are not lawyers and do not by the system or any training or consultation, provide legal advice.

## Legal Fees: References To

### *Sifter searches for*

The phrase "legal expenses" and other phrases that express the same meaning, including "attorneys' fees".

### *Examples*

- I. Seller will clearly identify the country of origin of all Goods delivered and will indemnify [Company] with respect to any expenses, duties, penalties, damages, settlements, costs or attorney's fees incurred by [Company] in connection with Seller's failure to identify or misidentification of the country of origin.
- II. In the event of any litigation regarding or arising from this Agreement, the prevailing party shall be entitled to recover its reasonable expenses, attorneys' fees and costs incurred therein or in the enforcement or collection of any judgment or award rendered therein.

## Legal Fees: Who Pays in Dispute

### *Sifter searches for*

Sentences that indicate that the prevailing party, in a dispute, is entitled to collect attorney's fees from the other party.

### *Examples*

- I. If Party B is subject to any liquidated damages, it has the right to claim from Party A, the foregoing mentioned attorney's fee and liquidated damages can be deducted from Party A's salary.
- II. In addition, [Company] shall be entitled to recover all damages, losses and costs, including attorneys' fees, incurred by [Company] as a result of or arising from [Company]'s breach.

## Letter of Credit, References To

### *Sifter searches for*

References to letters of credit.

### *Examples*

- I. “Letter of Credit” means an irrevocable, transferable, standby letter of credit, issued by a major U.S. commercial bank or a U.S. branch office of a foreign bank, in either case, with a Credit Rating of at least (a) “A-” by S&P and “A3” by Moody’s, if such entity is rated by both S&P and Moody’s or (b) “A-” by S&P or “A3” by Moody’s, if such entity is rated by either S&P or Moody’s, but not both, substantially in the form set forth in Schedule 1 attached hereto, with such changes to the terms in such form as the issuing bank may require and as may be acceptable to the beneficiary thereof.
  
- II. The form of Letter of Credit attached would be included as an Attachment to the CSA.

## Liability, References To

### *Sifter searches for*

References to liability.

### *Examples*

- I. Engineer will be liable under the Agreement to the Owner for any use or disclosure in violation of this Section by Engineer, its affiliates, or their respective personnel, agents, subcontractors, lawyers, accountants, or other advisors
- II. If the consignee fails to return the Goods, [Company]'s maximum liability shall be for the lost or damaged Goods as specified in Sections 8 and 9 above, and [Company] shall have no liability for damages due to the consignee's acceptance or use of the Goods whether such Goods be those of the Customer or another.
- III. At all times during the Term of this Lease, Tenant shall maintain and pay for (a) commercial general liability insurance in an amount not less than \$[x] per occurrence, (b) workers' compensation insurance in an amount not less than that prescribed by applicable law, (c) employer's liability insurance in an amount not less than \$[x] per occurrence.

## Introducing the License Sifters

This family includes five Sifters.

**License: Granting, References To** searches for all references to granting, or not granting, a license. **License: Granting, References To** is also the "parent" Sifter of the following two "child" Sifters, which look for subtopics:

- **License: Granting When Contract Entered Into** searches for provisions in which one party grants, or doesn't grant, the other a license.
- **License: Obligation to Grant** searches for an obligation to grant, or not grant, a license.

If you have one or both of the child Sifters switched on and the contract you're sifting contains a relevant provision, **License: Granting, References To** would also flag that provision. To avoid that kind of double-flagging, you could switch off **License: Granting, References To**.

**License: Granting, References To**

*Sifter searches for*

References to granting, or not granting, a license.

**Examples**

- I. [Party A] shall grant, and hereby grants, to [Party B] a non-exclusive, worldwide, royalty-free, transferable, sublicensable, irrevocable, perpetual license to practice any [Party A] Improvements, including the right to research, develop, use, make, sell, offer to sell Licensed Products.
- II. [Party A] grants to [Party B] an exclusive, worldwide, royalty-bearing license in the Patent Rights to make, have made, use, offer to sell, sell, have sold and imported Licensed Products in the Field, including research for development of Licensed Products.



## License: Granting When Contract Entered Into

### *Sifter searches for*

Provisions in which one party grants, or doesn't grant, the other a license.

### ***Pattern 1: License***

#### ***Examples***

- I. Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee an exclusive, sublicensable (as provided in Section 2.4 only), non-transferable (except as provided in Section 10.2), royalty-bearing, worldwide license, under the Licensed Patents to make, have made, use, import, sell, and offer for sale Licensed Products solely in the Field, including, for the avoidance of doubt, the right to conduct research and development (including by conducting clinical trials in humans and/or animal studies).
- II. Customer does not grant [Company] any license or right to use any Customer technology, products or processes except as necessary for [Company] to provide Engineering Services or other services requested by Customer pursuant to this Agreement.

### ***Pattern 2: Right***

- I. Customer grants to Vendor the non-exclusive right to use anonymized Customer data for the sole purpose of and only to the extent necessary for Vendor to provide, improve and develop the Services.
- II. Nothing herein shall grant any exclusive rights to [Company] in, or transfer ownership to [Company] of, any work product or technology belonging to Supplier, or any material or information that is of a generic nature or is intellectual property owned by Supplier or its Affiliate(s) (e.g., trademarks) or licensed to Supplier by third parties (e.g., third-party computer software).

## License: Irrevocable License, References To

### *Sifter searches for*

References to an irrevocable license.

### *Examples*

- I. [Company] hereby grants to the Licensees a non-sub-licensable (except as is expressly permitted in Section 3.3), non-transferable (except as is expressly permitted under Section 10.3), non-exclusive, irrevocable, worldwide right and license to:
  
- II. Advertiser hereby grants to [Company] a non-exclusive, worldwide, perpetual, irrevocable, sublicensable, royalty-free license to use, reproduce, publicly perform, and publicly display any and all Advertisements.
  
- III. [Party A] hereby grants to [Party B] (including [Party B]’s present and future subsidiaries and affiliates) and each [Party B] Market a non-exclusive, worldwide, irrevocable and perpetual license, which shall be fully paid-up upon, and is subject to, [Party A]’s receipt of the license fees provided herein, for both servers and end-users, to use the Software System for [Party B]’s business purposes.

**License: Nonexclusive License, References To**

*Sifter searches for*

References to a nonexclusive license.

**Examples**

- I. [Company] hereby grants to the Licensees a non-sub-licensable (except as is expressly permitted in Section 3.3), non-transferable (except as is expressly permitted under Section 10.3), non-exclusive, irrevocable, worldwide right and license to:
  
- II. Advertiser hereby grants to [Company] a non-exclusive, worldwide, perpetual, irrevocable, sublicensable, royalty-free license to use, reproduce, publicly perform, and publicly display any and all Advertisements.
  
- III. [Party A] hereby grants to [Party B] (including [Party B]’s present and future subsidiaries and affiliates) and each [Party B] Market a non-exclusive, worldwide, irrevocable and perpetual license, which shall be fully paid-up upon, and is subject to, [Party A]’s receipt of the license fees provided herein, for both servers and end-users, to use the Software System for [Party B]’s business purposes.

## License: Obligation to Grant

### *Sifter searches for*

An obligation to grant, or not grant, a license.

### *Pattern 1: License*

#### *Examples*

- I. In consideration for the payments payable to [Party A] under ARTICLE 3, upon reasonable request in writing from [Party B] and approval of the JSC (which approval shall not be unreasonably withheld), [Party A] shall grant a non-exclusive license (or sublicense, as applicable) under the [Party A] Technology for [Party B] to use or import the Licensed Compound and Product solely for preclinical testing in the [Party A] Territory (other than Greater China) in support of use, exploitation, and Commercialization in the Field in the [Party B] Territory.
- II. [Party] agrees that: (a) it will not grant any other license effective during the term of this License Agreement for the use of the Licensed Marks or Name which is inconsistent with the rights granted to the Plan hereunder; and (b) it will not itself use the Licensed Marks in derogation of the rights of the Plan or in a manner to deprive the Plan of the full benefits of this License Agreement, provided that [Party] shall have the right to use the Licensed Marks in conjunction with any national offering under the Federal Employees Health Benefits Program in the manner set forth in Exhibit 4, Paragraph 4 (including subparagraphs) to this License Agreement.

### *Pattern 2: Right*

#### *Example*

- I. Neither party agrees to grant any right to, patents, know-how or other Intellectual Property owned by either Party prior to the commencement of the MSA unless otherwise expressly provided in the MSA.

## Introducing the Liens Sifters

This family includes seven Sifters.

**Liens: Free of Liens** searches for a statement that something won't be subject to liens. For example:

- "The Products will be free and clear of all liens at the time of sale."
- "The ground lease is not subject to any interests, estates, liens or encumbrances superior to, or of equal priority with, the Mortgage , except for the related fee interest of the ground lessor and the Permitted Liens:"

**Liens: Not Result in Creation of Lien** searches for a statement that entering into a specified contract or taking some other action will not result in creation of a lien. For example:

- "Neither the execution or delivery of this Agreement, nor the fulfillment of, or compliance with, the terms and provisions hereof, will result in the creation or imposition of any lien, charge, restriction, security interest or encumbrance of any nature whatsoever on any asset of [Company]"

**Liens: Obligation to Discharge** searches for an obligation to discharge a lien, claim, stop notice or other encumbrance. For example:

- "Tenant shall be responsible for promptly discharging any mechanics liens recorded against the Shopping Center."

**Liens: Waiver** searches for references to Lien Waivers or the act of waiving liens. For example:

- "[Company] shall furnish to Agent, at any time and from time to time upon the request of Agent, lien waivers bearing a then current date and prepared on a form satisfactory to Agent from such contractor, subcontractor, or supplier as Agent shall designate."
- "[Company] hereby waives, relinquishes and releases any and all liens, including without limitation, any and all warehousemans liens, custodians liens, rights of retention and/or similar rights under all applicable laws, which [Company] may have with respect to the Products throughput, stored or handled hereunder."

**Liens: Warehouse Lien** searches for references to a warehouse lien.

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## LEGALSIFTER REVIEW and LEGALSIFTER ORGANIZE

**Liens: Whether or Not Prohibited** searches for a provision that prohibits or does not prohibit granting a lien. For example:

- "Seller is prohibited from granting junior liens to any other party."
- "Manufacturer shall not pledge, hypothecate, mortgage, grant liens in or upon, grant security interests in, use as collateral or otherwise borrow upon its rights to use Company or its affiliates' Intellectual Property Rights, Licensed Trademarks or other rights, without the written consent signed by a duly-authorized officer of Company."
- "Tenant shall not assign this Lease or sublease the Leased Premises or any part thereof or mortgage, pledge, or hypothecate its leasehold interest or grant any concession or license within the Leased Premises and any attempt to do any of the foregoing shall be void and of no effect."

If you would like to capture all language relating to the granting, prohibiting, or waiving of liens with one Sifter, use **Liens: Absence, Prohibition, or Waiver**, the "parent" Sifter of the following four "child" Sifters:

- **Liens: Free of Liens**
- **Liens: Not Result in Creation of Lien**
- **Liens: Waiver**
- **Liens: Whether or Not Prohibited**

Otherwise, to avoid double flagging of the same provision, make sure **Liens: Absence, Prohibition, or Waiver** is switched off and use one or more of the four "child" Sifters.

## **Liens: Absence, Prohibition, or Waiver**

### *Sifter searches for*

References to the absence or waiving of liens, or to prohibitions on recording liens.

**Related Sifters Alert** - It is also the “parent” Sifter of the following four Sifters:

- **Liens: Free of Liens** - searches for a statement that something won't be subject to liens
- **Liens: Not Result in Creation of Lien** - searches for a statement that entering into a specified contract or taking some other action will not result in creation of a lien
- **Liens: Waiver** - searches for references to Lien Waivers or the act of waiving liens
- **Liens: Whether or Not Prohibited** - searches for a provision that prohibits or does not prohibit granting a lien

If you would like to capture all of the above language with one Sifter, use this. Otherwise, to avoid double flagging of the same provision, make sure this Sifter is switched off and use one or more of the above four “child” Sifters.

### ***Pattern 1: Free of***

#### ***Example***

- I. The Products will be free and clear of all liens at the time of sale.

### ***Pattern 2: Not Result in Creation of***

#### ***Example***

- I. Neither the execution or delivery of this Agreement, nor the fulfillment of, or compliance with, the terms and provisions hereof, will result in the creation or imposition of any lien, charge, restriction, security interest or encumbrance of any nature whatsoever on any asset of [Company]

***Pattern 3: Waiver***

***Example***

- I. [Company] shall furnish to Agent, at any time and from time to time upon the request of Agent, lien waivers bearing a then current date and prepared on a form satisfactory to Agent from such contractor, subcontractor, or supplier as Agent shall designate.

***Pattern 4: Whether or Not Prohibited***

***Example***

- I. Seller is prohibited from granting junior liens to any other party.



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## LEGALSIFTER REVIEW and LEGALSIFTER ORGANIZE

### Liens: Free of Liens

#### *Sifter searches for*

A statement that something won't be subject to liens.

#### *Related Sifters Alert*

- If you're interested in statements that entering into a specified contract or taking some other action will not result in creation of a lien, use **Liens: Not Result in Creation of Lien**
- If you're interested in references to Lien Waivers or the act of waiving liens, use **Liens: Waiver**
- If you're interested in statements that prohibit or do not prohibit granting a lien, use **Liens: Whether or Not Prohibited**

#### *Pattern 1: Free*

##### *Examples*

- I. Upon satisfaction (or, if applicable, waiver) of the conditions set forth in this Section 2, the Company shall deliver to Subscriber at the Closing, the Subscribed Shares in book entry form, free and clear of any liens or other restrictions (other than those arising under this Subscription Agreement or applicable securities laws), in the name of Subscriber (or its nominee in accordance with its delivery instructions).
- II. The Products will be free and clear of all liens at the time of sale to [Company];

#### *Pattern 2: Not Subject To*

##### *Examples*

- I. Title to the Product will not be subject to any security interest, lien or other encumbrance due to any action or inaction of Service Provider.
- II. The ground lease is not subject to any interests, estates, liens or encumbrances superior to, or of equal priority with, the Mortgage, except for the related fee interest of the ground lessor and the Permitted Liens;

## Liens: Not Result in Creation of Lien

### *Sifter searches for*

A statement that entering into a specified contract or taking some other action will not result in creation of a lien.

### *Related Sifters Alert*

- If you're interested in a statement that something won't be subject to liens, use [Liens: Free of Liens](#)
- If you're interested in references to Lien Waivers or the act of waiving liens, use [Liens: Waiver](#)
- If you're interested in statements that prohibit or do not prohibit granting a lien, use [Liens: Whether or Not Prohibited](#)

### *Examples*

- I. The execution, delivery and performance by the Company of each of the Transaction Documents will not (i) conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, result in the termination, modification or acceleration of, or result in the creation or imposition of any lien, charge or encumbrance upon any property, right or asset of the Company pursuant to, any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which the Company is a party or by which the Company is bound or to which any property, right or asset of the Company is subject ...
- II. Except as set forth on the Seller Disclosure Schedule, and subject to the Loan Assumption Documents (as hereinafter defined) and the completion of the assumption of each of the Assumed Loans, neither the execution, delivery or performance of this Agreement nor compliance herewith, nor the consummation of the transactions contemplated hereby, results in the creation or imposition of any lien or encumbrance on the Interests or any asset of the Subsidiary Companies or conflicts with or violates

## **Liens: Obligation to Discharge**

### ***Sifter searches for***

An obligation to discharge a lien, claim, stop notice or other encumbrance.

### ***Examples***

- I. Consultant shall discharge, bond over or otherwise cause to be removed any lien, claim, stop notice or other encumbrance (including, but not limited to any lien filed by any subcontractor (regardless of level or tier) or supplier) (collectively, “Liens”) filed in connection with the Services within five (5) days after receipt of notice thereof, and shall indemnify, defend and hold the Owner and Owner’s Managing Agent harmless from any liability, damages, costs or expenses (including without limitation attorneys’ fees and costs) incurred in connection with any such Lien.
  
- II. Upon written request by Owner’s Managing Agent, Consultant shall provide documentation demonstrating that any such Lien has been resolved.
  
- III. Tenant shall be responsible for promptly discharging any mechanics liens recorded against the Shopping Center.

## Liens: Waiver

### *Sifter searches for*

References to lien waivers or the act of waiving liens.

### *Related Sifters Alert*

- If you're interested in a statement that something won't be subject to liens, use **Liens: Free of Liens**
- If you're interested in statements that entering into a specified contract or taking some other action will not result in creation of a lien, use **Liens: Not Result in Creation of Lien**
- If you're interested in statements that prohibit or do not prohibit granting a lien, use **Liens: Whether or Not Prohibited**

### *Examples*

- I. [Company] hereby waives the right to file liens against the property.
- II. The Borrower shall use reasonable efforts to obtain a lien waiver from each landlord.

## **Liens: Warehouse Lien**

### *Sifter searches for*

References to a warehouse lien.

### *Examples*

- I. Company shall have a general warehouse lien for all lawful charges for storage and preservation of the Product(s); also for all lawful claims for money advanced, interest, insurance, transportation, labor, weighing, cooperating, and other charges and expenses in relation to such Product(s), and for the balance on any other accounts that may be due.
- II. Lessor shall have a lien on all Product of Joint Owner stored hereunder to cover any accrued and unpaid amounts payable hereunder and may withhold delivery of any such Product until such accrued and unpaid amounts are paid.

## Liens: Whether or Not Prohibited

### *Sifter searches for*

A provision that prohibits or does not prohibit granting a lien.

### *Related Sifters Alert*

- If you're interested in a statement that something won't be subject to liens, use [Liens: Free of Liens](#)
- If you're interested in statements that entering into a specified contract or taking some other action will not result in creation of a lien, use [Liens: Not Result in Creation of Lien](#)
- If you're interested in references to Lien Waivers or the act of waiving liens, use [Liens: Waiver](#)

### ***Pattern 1: Prohibited***

#### ***Example***

- I. Seller is prohibited from granting junior liens to any other party.

### ***Pattern 2: Not Grant***

#### ***Example***

- I. Manufacturer shall not pledge, hypothecate, mortgage, grant liens in or upon, grant security interests in, use as collateral or otherwise borrow upon its rights to use Company or its affiliates' Intellectual Property Rights, Licensed Trademarks or other rights, without the written consent signed by a duly-authorized officer of Company.

***Pattern 3: Not Hypothecate***

***Example***

- I. Tenant shall not assign this Lease or sublease the Leased Premises or any part thereof or mortgage, pledge, or hypothecate its leasehold interest or grant any concession or license within the Leased Premises and any attempt to do any of the foregoing shall be void and of no effect.

***Pattern 4: Collateral***

***Example***

- I. CONTRACTOR shall not use or permit the use of the goods as collateral or security for any debt or other liability of CONTRACTOR or any other person or entity.

## Limitation of Liability: Cap on Liability

### *Sifter searches for*

A provision that limits liability to a specified amount or to an amount to be determined.

### *Examples*

- I. Anything herein to the contrary notwithstanding, the maximum liability of each Guarantor hereunder shall in no event exceed the amount that can be guaranteed by such Guarantor under the Bankruptcy Code or any applicable laws relating to fraudulent conveyances, fraudulent transfers or the insolvency of debtors after giving full effect to the liability under this Agreement and its related contribution rights set forth in this Section 2, but before taking into account any liabilities under any other Guarantees.
- II. Except as provided in this Section 19.2, the total aggregate liability of either Party, for claims asserted by the other Party under or in connection with this Agreement, regardless of the form of the action or the theory of recovery, shall be limited to the greater of ## dollars (\$##) or the total Charges paid or payable to Provider or its Affiliates under this Agreement and all Local Agreements during the eighteen (18) month period preceding the last act or omission giving rise to such liability (the “General Liability Cap”).
- III. EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. [Company]’S AGGREGATE LIABILITY RELATED TO THIS AGREEMENT SHALL BE CAPPED AT ## UNITED STATES DOLLARS (USD \$##).



## **Limitation of Liability: Carveout for Death or Injury**

### *Sifter searches for*

Provisions that refer to death or personal injury in the context of limitation of liability, so the user can determine whether the provision seeks to exclude liability for death or personal injury or carves death and personal injury out from the limitation.

### *Pattern 1: Liability for Death or Injury*

The search pattern uses limitation of instead of just limitation, to avoid bringing within the scope of the pattern provisions using including without limitation.

### *Examples*

- I. Landlord shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, electrical or electronic emanations or disturbance, water, rain or leaks from any part of the Building or from the pipes, or caused by dampness, vandalism, malicious mischief or by any other cause of whatever nature.
- II. Except as a consequence of death or personal injury caused by negligence, neither Party shall be liable to the other in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by the other or its Affiliates
- III. This limitation of liability does not apply to the injury of the life, body or health of a person, to claims according to the Product Liability Act or any other coercive legal liability claims.

## Limitation of Liability: Carveout for Infringing Intellectual Property

### *Sifter searches for*

An infringing-intellectual-property carveout to a general limitation of liability.

### ***Pattern 1: Excluded Damages***

#### ***Examples***

- I. EXCEPT FOR (A) ANY INFRINGEMENT OR MISAPPROPRIATION BY ONE PARTY OF ANY OF THE OTHER PARTY'S OR ANY THIRD PARTY'S INTELLECTUAL PROPERTY, RESPECTIVELY OR (B) BREACH OF CONFIDENTIALITY OBLIGATIONS UNDER THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF ITS PERFORMANCE UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, LOSS OF REVENUES, PROFITS OR DATA, WHETHER IN CONTRACT OR TORT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- II. No Party hereunder shall be liable to any other Party hereunder for any direct, consequential, indirect or special damages arising out of or related to this Agreement including, without limitation, damages for loss of business profits, business interruption, loss of business information, and the like, even if each Party has been advised of the possibility of such damages, save that such limitation shall not apply with respect to violation of a Party's confidential information or intellectual property rights.
- III. EXCEPT FOR BREACH OF THE PROVISIONS WITH RESPECT TO INTELLECTUAL PROPERTY RIGHTS UNDER ARTICLE 10, A BREACH OF CONFIDENTIALITY OBLIGATIONS UNDER ARTICLE 11, OR ANY LIABILITY RESULTING FROM ANY WILLFUL MISCONDUCT BY A PARTY, AND EXCEPT AS OTHERWISE PROVIDED IN ARTICLES 12 AND 13 WITH RESPECT TO THIRD PARTY CLAIMS SUBJECT TO INDEMNIFICATION, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY.

## Limitation of Liability: Carveout for Infringing Intellectual Property

### *Pattern 2: Cap on Liability*

#### *Examples*

- I. EXCEPT WITH RESPECT TO A PARTY'S INDEMNIFICATION OBLIGATIONS, BREACH OF ARTICLE 9, OR INFRINGEMENT OR MISAPPROPRIATION OF A PARTY'S INTELLECTUAL PROPERTY, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY COSTS OF RECALL(S) [exceed \*\*\*].
- II. The aggregate liability of the relevant Party with respect to this Agreement or Work Agreement (other than with respect to the Service Recipient's obligation to pay fees) or in connection with the performance, delivery or provision of any Service under the Work Agreement shall be limited to the fees paid or charged under the relevant Work Agreement; provided, however, that the foregoing limitation of liability under this Section 6.3(b) shall not apply to (i) a breach by such Party of Section 4.3, or (ii) such Party's bad faith, gross negligence, willful misconduct or willful infringement of any rights in respect of Intellectual Property in connection with the performance, delivery or provision of the relevant Service by such Party (including Section 4.2).

### *Pattern 3: Stated Separately*

#### *Examples*

- I. The exclusions and limitations in Section 13.01 shall not apply to the following (the "Equitable Exceptions"): (a) damages or other liabilities arising out of or relating to a party's failure to comply with its obligations under Article IX (Intellectual Property Rights ; Ownership); (b) damages or other liabilities arising out of or relating to a party's failure to comply with its obligations under Article X (Confidentiality); (c) a party's indemnification obligations under Article XII (Indemnification); and (d) damages or other liabilities arising out of or relating to a party's gross negligence, willful misconduct or intentional acts.
- II. THIS LIMITATION OF LIABILITY, HOWEVER, SHALL NOT APPLY TO ACTIONS WITH RESPECT TO INTELLECTUAL PROPERTY OR OTHER PROPRIETARY RIGHTS OF EITHER PARTY OR TO ACTIONS FOR INDEMNITY.

## **Limitation of Liability: Carveouts**

### ***Sifter searches for***

Carveouts to a general limitation of liability.

### ***Pattern 1: Excluded Damages***

#### ***Example***

- I. Except with respect to any claim arising out of the willful misconduct or gross negligence of any Conduit, the Agent, any Purchaser Agent, any Funding Source or any Financial Institution, no claim may be made by any Originator or any other Person against any Conduit, the Agent, any Purchaser Agent, any Funding Source or any Financial Institution or their respective Affiliates, directors, officers, employees, attorneys or agents for any special, indirect, consequential or punitive damages in respect of any claim for breach of contract or any other theory of liability arising out of or related to the transactions contemplated by this Agreement, or any act, omission or event occurring in connection therewith; and each Originator hereby waives, releases, and agrees not to sue upon any claim for any such damages, whether or not accrued and whether or not known or suspected to exist in its favor.

### ***Pattern 2: Cap on Liability***

#### ***Example***

- I. The aggregate liability of Consultant arising out of or related to this Agreement or the Services, including liability pursuant to the indemnification provisions of this Agreement or otherwise, will not exceed the aggregate amount of cash payments actually received by Consultant from Client under this Agreement during the twelve month period preceding the first event giving rise to indemnification or liability, except if such liability is caused by a Consultant Indemnitee's intentional misconduct.

### ***Pattern 3: Stated Separately***

#### ***Example***

- I. THE FOREGOING LIMITATIONS SHALL NOT APPLY TO CLAIMS FOR BODILY INJURY OR DEATH OR DAMAGE TO REAL OR TANGIBLE PROPERTY DIRECTLY CAUSED BY SELLER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

## Limitation of Liability: Confidentiality Carveout

### *Sifter searches for*

A breach-of-confidentiality carveout to a general limitation of liability.

### ***Pattern 1: Excluded Damages***

#### ***Examples***

- I. EXCEPT FOR (A) ANY INFRINGEMENT OR MISAPPROPRIATION BY ONE PARTY OF ANY OF THE OTHER PARTY'S OR ANY THIRD PARTY 'S INTELLECTUAL PROPERTY, RESPECTIVELY OR (B) BREACH OF CONFIDENTIALITY OBLIGATIONS UNDER THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF ITS PERFORMANCE UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, LOSS OF REVENUES, PROFITS OR DATA, WHETHER IN CONTRACT OR TORT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- II. EXCEPT WITH REGARD TO ANY LIABILITY THAT ARISES FROM A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 19 OR A BREACH BY EITHER PARTY OF ITS CONFIDENTIALITY OBLIGATIONS SET FORTH IN SECTION 16, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY OTHER PERSON OR ENTITY UNDER ANY CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE, OR OTHER LEGAL OR EQUITABLE CLAIM OR THEORY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, LOSS OF GOODWILL OR BUSINESS PROFITS, LOST REVENUE, WORK STOPPAGE, DATA LOSS, COMPUTER FAILURE OR MALFUNCTION, OR FOR ANY AND ALL OTHER EXEMPLARY OR PUNITIVE DAMAGES WHETHER SUCH PARTY WAS INFORMED OR WAS AWARE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.
- III. EXCEPT FOR BREACH OF THE PROVISIONS WITH RESPECT TO INTELLECTUAL PROPERTY RIGHTS UNDER ARTICLE 10, A BREACH OF CONFIDENTIALITY OBLIGATIONS UNDER ARTICLE 11, OR ANY LIABILITY RESULTING FROM ANY WILLFUL MISCONDUCT BY A PARTY, AND EXCEPT AS OTHERWISE PROVIDED IN ARTICLES 12 AND 13 WITH RESPECT TO THIRD PARTY CLAIMS SUBJECT TO INDEMNIFICATION, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY.

## LEGALSIFTER REVIEW and LEGALSIFTER ORGANIZE

### **Limitation of Liability: Confidentiality Carveout**

#### ***Pattern 2: Cap on Liability***

##### ***Examples***

- I. EXCEPT WITH REGARD TO CAUSES OF ACTIONS ARISING FROM A PARTY'S OR ITS AFFILIATE'S OR SUBCONTRACTORS' FRAUD, GROSS NEGLIGENCE OR WILLFUL AND INTENTIONAL MISCONDUCT, A BREACH OF CONFIDENTIALITY OBLIGATIONS OR DAMAGES FOR INDEMNIFICATION FOR BODILY INJURY OR DEATH AS SET FORTH IN, AND SUBJECT TO THE PROVISIONS OF, SECTIONS 9.1 AND 9.2 OF THIS AGREEMENT (COLLECTIVELY, "CAUSES OF ACTION"), THE AGGREGATE LIABILITY OF EACH PARTY, ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUBCONTRACTORS AND SUPPLIERS IN ANY AND ALL CAUSES OF ACTION ARISING UNDER, OUT OF, OR IN RELATION TO THIS AGREEMENT, OR THE PERFORMANCE, BREACH OR TERMINATION OF THIS AGREEMENT SHALL NOT EXCEED # DOLLARS (US\$#), REGARDLESS OF WHETHER THE CAUSE OF ACTION ARISES IN TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY, IN CONTRACT, UNDER STATUTE OR OTHERWISE.

#### ***Pattern 3: Stated Separately***

##### ***Examples***

- I. "The exclusions and limitations in Section 13.01 shall not apply to the following (the "Equitable Exceptions"): (a) damages or other liabilities arising out of or relating to a party's failure to comply with its obligations under Article IX (Intellectual Property Rights ; Ownership); (b) damages or other liabilities arising out of or relating to a party's failure to comply with its obligations under Article X (Confidentiality); (c) a party's indemnification obligations under Article XII (Indemnification); and (d) damages or other liabilities arising out of or relating to a party's gross negligence, willful misconduct or intentional acts."
- II. The limitations of liability and exceptions in this Section 18 shall not apply to (a) Party 's indemnity obligations hereunder, (b) a Party 's breach of its confidentiality obligations hereunder, (c) third party claims relating to Product liability, or (d) a Party 's gross negligence or willful misconduct.

## **Limitation of Liability: Consequential Damages**

### *Sifter searches for*

Provisions addressing liability for consequential damages.

### *Examples*

- I. No Agent or any Lender, nor any agent or attorney for any of them, shall be liable to any Borrower or any Guarantor (or any Affiliate of any such Person) for indirect, punitive, exemplary or consequential damages arising from any breach of contract, tort or other wrong relating to the establishment, administration or collection of the Obligations or as a result of any transaction contemplated under this Agreement or any Other Document
- II. Neither [Company] Bank, Lender nor any agent or attorney for any of them shall be liable to Borrower for consequential damages arising from any breach of contract, tort or other wrong relating to the establishment, administration or collection of the Loan Facility Obligations.

## Limitation of Liability: Cross-Reference Carveout

### *Sifter searches for*

An unspecified carveout to a general limitation of liability.

### ***Pattern 1: Excluded Damages***

#### ***Examples***

- I. EXCEPT FOR LIABILITY FOR BREACH OF ARTICLE 10, NEITHER PARTY SHALL BE ENTITLED TO RECOVER FROM THE OTHER PARTY ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES IN CONNECTION WITH THIS AGREEMENT; provided, however, that this Section 12.5 shall not be construed to limit either party's indemnification obligations under Article 11.
- II. EXCEPT WITH RESPECT TO EACH PARTY'S INDEMNIFICATION OBLIGATIONS, BREACH OF ARTICLE 9, OR INFRINGEMENT OR MISAPPROPRIATION OF A PARTY'S INTELLECTUAL PROPERTY, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE FOR LOSS OF USE OR PROFITS OR OTHER INDIRECT, COLLATERAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR OTHER DAMAGES, COST OF COVER, LOSSES , OR EXPENSES, IN CONNECTION WITH, OR BY REASON OF THE PRODUCTION AND DELIVERY OF CLIENT PRODUCT UNDER THIS AGREEMENT WHETHER SUCH CLAIMS ARE FOUNDED IN TORT OR CONTRACT.

### ***Pattern 2: Cap on Liability***

#### ***Examples***

- I. EXCEPT WITH REGARD TO CAUSES OF ACTIONS ARISING FROM A PARTY'S OR ITS AFFILIATE'S OR SUBCONTRACTORS' FRAUD, GROSS NEGLIGENCE OR WILLFUL AND INTENTIONAL MISCONDUCT, A BREACH OF CONFIDENTIALITY OBLIGATIONS OR DAMAGES FOR INDEMNIFICATION FOR BODILY INJURY OR DEATH AS SET FORTH IN, AND SUBJECT TO THE PROVISIONS OF, SECTIONS 9.1 AND 9.2 OF THIS AGREEMENT (COLLECTIVELY, "CAUSES OF ACTION"), THE AGGREGATE LIABILITY OF EACH PARTY, ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUBCONTRACTORS AND SUPPLIERS IN ANY AND ALL CAUSES OF ACTION ARISING UNDER, OUT OF, OR IN RELATION TO THIS AGREEMENT , OR THE PERFORMANCE, BREACH OR TERMINATION OF THIS AGREEMENT SHALL NOT EXCEED # DOLLARS (US\$#), REGARDLESS OF WHETHER THE CAUSE OF ACTION ARISES IN TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY, IN CONTRACT, UNDER STATUTE OR OTHERWISE.



## Limitation of Liability: Fraud Carveout

### *Sifter searches for*

Provisions that refer to fraud or fraudulent misrepresentation in the context of limitation of liability, so the user can determine whether the provision seeks to exclude liability for fraud or fraudulent misrepresentation or carves them out from the limitation.

### ***Pattern 1: Liability for Fraud***

The search pattern uses *limitation of* instead of just *limitation*, to avoid bringing within the scope of the pattern provisions using including without limitation.

### ***Examples***

- I. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOSS OF BUSINESS OR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF SUCH DAMAGES ARE FORESEEABLE OR THAT PARTY HAS BEEN ADVISED OR HAS CONSTRUCTIVE KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES) ARISING FROM SUCH PARTY'S PERFORMANCE OR NON-PERFORMANCE PURSUANT TO ANY PROVISION OF THIS AGREEMENT, INCLUDING IN THE CASE OF WILFUL MISCONDUCT, FRAUD, BREACH OF CONFIDENTIALITY OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY.
- II. The foregoing limitation of liability shall not apply to claims for (i) death or personal injury caused by its negligence; or (ii) fraud or fraudulent misrepresentation.
- III. the Executive shall have no remedy in respect of any Pre-Contractual Statement and the only remedy available to the Executive in respect of the representations and warranties that are set out in this Agreement shall be for breach of contract, although (without admission of liability by the Company or any Group Company) nothing in this Agreement shall limit or exclude any liability for fraud.

## Limitation of Liability: Indemnification Carveout

### *Sifter searches for*

An indemnification-obligation carveout to a general limitation of liability.

### *Pattern 1: Excluded Damages*

#### *Examples*

- I. EXCEPT FOR LIABILITY FOR BREACH OF ARTICLE 10, NEITHER PARTY SHALL BE ENTITLED TO RECOVER FROM THE OTHER PARTY ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES IN CONNECTION WITH THIS AGREEMENT; provided, however, that this Section 12.5 shall not be construed to limit either party's indemnification obligations under Article 11.
- II. EXCEPT WITH REGARD TO ANY LIABILITY THAT ARISES FROM A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 19 OR A BREACH BY EITHER PARTY OF ITS CONFIDENTIALITY OBLIGATIONS SET FORTH IN SECTION 16, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY OTHER PERSON OR ENTITY UNDER ANY CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE, OR OTHER LEGAL OR EQUITABLE CLAIM OR THEORY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, LOSS OF GOODWILL OR BUSINESS PROFITS, LOST REVENUE, WORK STOPPAGE, DATA LOSS, COMPUTER FAILURE OR MALFUNCTION, OR FOR ANY AND ALL OTHER EXEMPLARY OR PUNITIVE DAMAGES WHETHER SUCH PARTY WAS INFORMED OR WAS AWARE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.
- III. EXCEPT FOR BREACH OF THE PROVISIONS WITH RESPECT TO INTELLECTUAL PROPERTY RIGHTS UNDER ARTICLE 10, A BREACH OF CONFIDENTIALITY OBLIGATIONS UNDER ARTICLE 11, OR ANY LIABILITY RESULTING FROM ANY WILLFUL MISCONDUCT BY A PARTY, AND EXCEPT AS OTHERWISE PROVIDED IN ARTICLES 12 AND 13 WITH RESPECT TO THIRD PARTY CLAIMS SUBJECT TO INDEMNIFICATION, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY.

## Limitation of Liability: Indemnification Carveout

### *Pattern 2: Cap on Liability*

#### *Examples*

- I. IN NO EVENT WILL COMPANY'S LIABILITY FOR ANY AND ALL CLAIMS, LOSSES OR DAMAGES ARISING OUT OF OR RELATING TO, IN WHOLE OR IN PART, THIS AGREEMENT, OR ANY SERVICES OR DELIVERABLES PROVIDED UNDER THIS AGREEMENT OR OTHERWISE, WHETHER ARISING UNDER THEORIES OF CONTRACT, TORT, NEGLIGENCE OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID BY [Company] TO COMPANY UNDER THIS AGREEMENT; PROVIDED, HOWEVER THAT SUCH LIMIT SHALL NOT APPLY TO LIABILITY ARISING FROM A BREACH OF SECTION 4 OR [Company]'s CLAIM FOR INDEMNIFICATION FROM COMPANY PURSUANT TO SECTION 6(b).
- II. EXCEPT WITH RESPECT TO A PARTY'S INDEMNIFICATION OBLIGATIONS, BREACH OF ARTICLE 9, OR INFRINGEMENT OR MISAPPROPRIATION OF A PARTY'S INTELLECTUAL PROPERTY , IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY COSTS OF RECALL(S) [exceed \*\*\*]

### *Pattern 3: Stated Separately*

#### *Examples*

- I. NOTHING IN THIS SECTION 11.4 (LIMITATION OF LIABILITY) IS INTENDED TO LIMIT OR RESTRICT THE INDEMNIFICATION RIGHTS OR OBLIGATIONS OF EITHER PARTY .
- II. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS SECTION 9.4 IS INTENDED TO LIMIT OR RESTRICT THE INDEMNIFICATION RIGHTS OR OBLIGATIONS OF ANY PARTY UNDER ARTICLE 9, OR DAMAGES AVAILABLE FOR A BREACH OF CONFIDENTIALITY OBLIGATIONS IN ARTICLE 6.

## **Limitation of Liability: Intentional-Misconduct Carveout**

### *Sifter searches for*

A liability-for-intentional-misconduct carveout to a general limitation of liability.

### ***Pattern 1: Excluded Damages***

#### ***Examples***

- I. Except with respect to any claim arising out of the willful misconduct or gross negligence of any Conduit, the Agent, any Purchaser Agent, any Funding Source or any Financial Institution, no claim may be made by any Originator or any other Person against any Conduit, the Agent, any Purchaser Agent, any Funding Source or any Financial Institution or their respective Affiliates, directors, officers, employees, attorneys or agents for any special, indirect, consequential or punitive damages in respect of any claim for breach of contract or any other theory of liability arising out of or related to the transactions contemplated by this Agreement, or any act, omission or event occurring in connection therewith; and each Originator hereby waives, releases, and agrees not to sue upon any claim for any such damages, whether or not accrued and whether or not known or suspected to exist in its favor.
  
- II. In no event will [Company] or any Indemnified Party be liable to any of the [Company Name C] Parties or any of their affiliates (i) for any indirect, special, incidental or consequential damages, including, without limitation, lost profits or savings, whether or not such damages are foreseeable, or for any third-party claims (whether based in contract, tort or otherwise), related to, arising out of or in connection with the Ops Support or any other services contemplated by this Agreement or any other agreement with any of the [Company Name C] Parties or the engagement of [Company] pursuant to, and the performance of the Ops Support or any other services contemplated by, this Agreement or any other agreement with any of the [Company Name C] Parties that such [Company Name C] party may have with any [Company Name B] entity, or may claim to have, on or after the date hereof, except with respect to any act or omission that constitutes gross negligence or willful misconduct as determined by a final, non-appealable determination of a court of competent jurisdiction or (ii) for an amount in excess of the fees actually received by [Company] or the relevant [Company Name B] entity hereunder or under any other applicable agreement.

## **Limitation of Liability: Intentional-Misconduct Carveout**

### ***Pattern 2: Cap on Liability***

#### ***Examples***

- I. The aggregate liability of Consultant arising out of or related to this Agreement or the Services, including liability pursuant to the indemnification provisions of this Agreement or otherwise, will not exceed the aggregate amount of cash payments actually received by Consultant from Client under this Agreement during the twelve month period preceding the first event giving rise to indemnification or liability, except if such liability is caused by a Consultant Indemnitee's intentional misconduct.
  
- II. EXCEPT WITH REGARD TO CAUSES OF ACTIONS ARISING FROM A PARTY'S OR ITS AFFILIATE'S OR SUBCONTRACTORS' FRAUD, GROSS NEGLIGENCE OR WILLFUL AND INTENTIONAL MISCONDUCT, A BREACH OF CONFIDENTIALITY OBLIGATIONS OR DAMAGES FOR INDEMNIFICATION FOR BODILY INJURY OR DEATH AS SET FORTH IN, AND SUBJECT TO THE PROVISIONS OF, SECTIONS 9.1 AND 9.2 OF THIS AGREEMENT (COLLECTIVELY, "CAUSES OF ACTION"), THE AGGREGATE LIABILITY OF EACH PARTY, ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUBCONTRACTORS AND SUPPLIERS IN ANY AND ALL CAUSES OF ACTION ARISING UNDER, OUT OF, OR IN RELATION TO THIS AGREEMENT, OR THE PERFORMANCE, BREACH OR TERMINATION OF THIS AGREEMENT SHALL NOT EXCEED TWENTY MILLION DOLLARS (US\$20,000,000), REGARDLESS OF WHETHER THE CAUSE OF ACTION ARISES IN TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY, IN CONTRACT, UNDER STATUTE OR OTHERWISE.

### ***Pattern 3: Stated Separately***

#### ***Examples***

- I. THE FOREGOING LIMITATIONS SHALL NOT APPLY TO CLAIMS FOR BODILY INJURY OR DEATH OR DAMAGE TO REAL OR TANGIBLE PROPERTY DIRECTLY CAUSED BY SELLER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.
  
- II. THIS LIMITATION OF LIABILITY PROVISION DOES NOT LIMIT A PARTY'S LIABILITY FOR GROSS NEGLIGENCE, FRAUD OR INTENTIONAL MISCONDUCT.

## Limitation of Liability: Negligence Carveout

### *Sifter searches for*

A negligence-liability carveout to a general limitation of liability.

### *Pattern 1: Excluded Damages*

#### *Examples*

- I. Except with respect to any claim arising out of the willful misconduct or gross negligence of any Conduit, the Agent, any Purchaser Agent, any Funding Source or any Financial Institution, no claim may be made by any Originator or any other Person against any Conduit, the Agent, any Purchaser Agent, any Funding Source or any Financial Institution or their respective Affiliates, directors, officers, employees, attorneys or agents for any special, indirect, consequential or punitive damages in respect of any claim for breach of contract or any other theory of liability arising out of or related to the transactions contemplated by this Agreement, or any act, omission or event occurring in connection therewith; and each Originator hereby waives, releases, and agrees not to sue upon any claim for any such damages, whether or not accrued and whether or not known or suspected to exist in its favor.
- II. In no event will [Company] or any Indemnified Party be liable to any of the [Company Name C] Parties or any of their affiliates (i) for any indirect, special, incidental or consequential damages, including, without limitation, lost profits or savings, whether or not such damages are foreseeable, or for any third-party claims (whether based in contract, tort or otherwise), related to, arising out of or in connection with the Ops Support or any other services contemplated by this Agreement or any other agreement with any of the [Company Name C] Parties or the engagement of [Company] pursuant to, and the performance of the Ops Support or any other services contemplated by, this Agreement or any other agreement with any of the [Company Name C] Parties that such [Company Name C] party may have with any [Company Name B] entity, or may claim to have, on or after the date hereof, except with respect to any act or omission that constitutes gross negligence or willful misconduct as determined by a final, non-appealable determination of a court of competent jurisdiction or (ii) for an amount in excess of the fees actually received by [Company] or the relevant [Company Name B] entity hereunder or under any other applicable agreement.

## Limitation of Liability: Negligence Carveout

### *Pattern 2: Cap on Liability*

#### *Examples*

- I. EXCEPT WITH REGARD TO CAUSES OF ACTIONS ARISING FROM A PARTY'S OR ITS AFFILIATE'S OR SUBCONTRACTORS' FRAUD, GROSS NEGLIGENCE OR WILLFUL AND INTENTIONAL MISCONDUCT, A BREACH OF CONFIDENTIALITY OBLIGATIONS OR DAMAGES FOR INDEMNIFICATION FOR BODILY INJURY OR DEATH AS SET FORTH IN, AND SUBJECT TO THE PROVISIONS OF, SECTIONS 9.1 AND 9.2 OF THIS AGREEMENT (COLLECTIVELY, "CAUSES OF ACTION"), THE AGGREGATE LIABILITY OF EACH PARTY, ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUBCONTRACTORS AND SUPPLIERS IN ANY AND ALL CAUSES OF ACTION ARISING UNDER, OUT OF, OR IN RELATION TO THIS AGREEMENT, OR THE PERFORMANCE, BREACH OR TERMINATION OF THIS AGREEMENT SHALL NOT EXCEED # DOLLARS (US\$#), REGARDLESS OF WHETHER THE CAUSE OF ACTION ARISES IN TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY, IN CONTRACT, UNDER STATUTE OR OTHERWISE.

### *Pattern 3: Stated Separately*

#### *Examples*

- I. The exclusions and limitations in Section 13.01 shall not apply to the following (the "Equitable Exceptions"): (a) damages or other liabilities arising out of or relating to a party's failure to comply with its obligations under Article IX (Intellectual Property Rights ; Ownership); (b) damages or other liabilities arising out of or relating to a party's failure to comply with its obligations under Article X (Confidentiality); (c) a party's indemnification obligations under Article XII (Indemnification); and (d) damages or other liabilities arising out of or relating to a party's gross negligence, willful misconduct or intentional acts.
- II. THE FOREGOING LIMITATIONS SHALL NOT APPLY TO CLAIMS FOR BODILY INJURY OR DEATH OR DAMAGE TO REAL OR TANGIBLE PROPERTY DIRECTLY CAUSED BY SELLER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.
- III. THIS LIMITATION OF LIABILITY PROVISION DOES NOT LIMIT A PARTY'S LIABILITY FOR GROSS NEGLIGENCE, FRAUD OR INTENTIONAL MISCONDUCT.

## Limitation of Liability: Standard

### Sifter searches for

Elements covered by a limitation-of-liability provision.

### Examples

- I. EXCEPT FOR CLAIMS ARISING FROM (A) BREACH OF CONFIDENTIALITY, (B) AN INDEMNIFICATION OBLIGATION, (C) WILLFUL MISCONDUCT OR (D) INFRINGEMENT OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS BY THE OTHER PARTY, NEITHER PARTY, INCLUDING ITS AFFILIATES AND LICENSORS, SHALL BE LIABLE HEREUNDER FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OF PROFITS OR REVENUE, USE, GOODWILL, DATA, OR COSTS OF SUBSTITUTE GOODS OR SERVICES, REGARDLESS OF THE THEORY OF LIABILITY (INCLUDING NEGLIGENCE).
- II. Except for (a) claims of a Third Party that are subject to indemnification under this ARTICLE [x], (b) claims arising out of a Party 's willful misconduct, or (c) a Party 's breach of ARTICLE [x], neither Party nor any of its Affiliates will be liable to the other Party or its Affiliates for any incidental, consequential, special, punitive or other indirect damages or lost or imputed profits or royalties, lost data or cost of procurement of substitute goods or services, whether liability is asserted in contract, tort (including negligence and strict product liability), indemnity or contribution, and irrespective of whether that Party or any representative of that Party has been advised of, or otherwise might have anticipated the possibility of, any such loss or damage.
- III. IN NO EVENT AND UNDER NO LEGAL THEORY, INCLUDING WITHOUT LIMITATION FOR BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE OR OTHERWISE WILL PARTY B BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR REVENUES, COST OF CAPITAL, COST OF SUBSTITUTE PRODUCTS, FACILITIES OR SERVICES, DAMAGE TO BUSINESS OR REPUTATION, DOWNTIME COSTS OR CLAIMS OF CUSTOMERS OR PARTY A FOR SUCH DAMAGES, WHETHER OR NOT PARTY B SHALL HAVE BEEN MADE AWARE OF THE POSSIBILITY OF SUCH LOSS TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW.



## Limitation of Liability: Substitute Goods

### Sifter searches for

In a limitation-of-liability provision, a reference to "substitute goods" and equivalent phrases.

### Examples

- I. EXCEPT FOR CLAIMS ARISING FROM (A) BREACH OF CONFIDENTIALITY, (B) AN INDEMNIFICATION OBLIGATION, (C) WILLFUL MISCONDUCT OR (D) INFRINGEMENT OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS BY THE OTHER PARTY, NEITHER PARTY, INCLUDING ITS AFFILIATES AND LICENSORS, SHALL BE LIABLE HEREUNDER FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OF PROFITS OR REVENUE, USE, GOODWILL, DATA, OR COSTS OF SUBSTITUTE GOODS OR SERVICES, REGARDLESS OF THE THEORY OF LIABILITY (INCLUDING NEGLIGENCE).
- II. Except for (a) claims of a Third Party that are subject to indemnification under this ARTICLE [X], (b) claims arising out of a Party's willful misconduct, or (c) a Party's breach of ARTICLE [X], neither Party nor any of its Affiliates will be liable to the other Party or its Affiliates for any incidental, consequential, special, punitive or other indirect damages or lost or imputed profits or royalties, lost data or cost of procurement of substitute goods or services.

## Liquidated Damages, References To

### Sifter searches for

References to liquidated damages.

### *Examples*

- I. In light of the difficulties in estimating the damages for an early termination of Executives employment under this Agreement, Company and Executive hereby agree that the payments, if any, to be received by Executive pursuant to this Article 5 shall be received by Executive as liquidated damages.
- II. Accordingly, Lender and Borrower agree that any fees, balance adjustments, Default Interest or other charges assessed under this Note are not penalties but instead are intended by the parties to be, and shall be deemed, liquidated damages.

## Liquidated Damages: Not a Penalty

### Sifter searches for

A statement to the effect that an amount constitutes liquidated damages and not a penalty.

### *Examples*

- I. The amounts payable pursuant to Sections 8.2(b) and 8.2(c), respectively, and this Section 8.2(e), constitute liquidated damages and not a penalty, and except in the case of fraud or willful and material breach, shall be the sole monetary remedy of the other party in the event of a termination of this Agreement specified in such applicable section.
- II. If the Company fails for any reason to deliver to the Holder the Definitive Certificate subject to the Warrant Certificate Request Notice by the Warrant Certificate Delivery Date, the Company shall pay to the Holder, in cash, as liquidated damages and not as a penalty, for each \$1,000 of Warrant Shares evidenced by such Definitive Certificate (based on the VWAP (as defined in the Warrants) of the Common Stock on the Warrant Certificate Request Notice Date), \$10 per Business Day for each Business Day after such Warrant Certificate Delivery Date until such Definitive Certificate is delivered or, prior to delivery of such Warrant Certificate, the Holder rescinds such Warrant Exchange.

## Low Unit of Measure (LUM), References To

### Sifter searches for

References to a Low Unit of Measure (LUM) program.

### *Examples*

- I. Authorized Distributor shall maintain a [\*] fill rate for all items ordered on a low unit of measure (LUM), just in time (JIT) basis.
- II. At a minimum, such services shall include the ability to provide: frequent delivery to meet agreed upon stocking levels, delivery in the lowest unit of measure, pick and pack by area of use and delivery to area of use and put stock away.
- III. University participates in a low unit of measure (LUM) distribution program with a distribution supplier.

## Master Services Agreement: Definition

### *Sifter searches for*

A definition of the defined term "Master Services Agreement" and variants.

### *Examples*

- I. "Master Services Agreement" means the Master Services Agreement of even date herewith between [Company] and Manager , pursuant to which Manager has been engaged to provide certain management, leasing and other services to [Company].
- II. Master Services Agreement means the Master Services Agreement between [Company Name A] and [Company Name B], dated of even date herewith, as the same may be amended.
- III. "Master Services Agreements" means (i) the Master Service Agreement , dated as of June ##, ##, by and among the Company, [Company Name A], (ii) the Master Service Agreement , dated as of July ##, ##, by and between the Company and [Company Name B], (iii) any other master services agreement that the Company may enter into with respect to contracting work, services, supplies and equipment rental in furtherance of or pertaining to development of the Facility and (iv) any agreement entered into under a master agreement referred to in clause (i), (ii) or (iii).
- IV. "ABC MSA" means the master services agreement the date hereof, among, inter alia, [Company Name A1], [Company Name A2], [Company Name A3] and the Service Providers , as amended from time to time;

## **Material Transfer: Acknowledging Source of Material**

### *Sifter searches for*

References to acknowledging the source of the research material.

### *Examples*

- I. The RECIPIENT agrees to acknowledge the source of the MATERIAL in any publications reporting use of it.
- II. In all oral presentations or written publications concerning the use of Human Material, Recipient will acknowledge Provider's contribution of Human Material, unless requested otherwise by Provider.
- III. The Recipient Scientist agrees to provide appropriate acknowledgement of the source of the Material in all publications.

## Material Transfer: Collecting Material, References To

### *Sifter searches for*

References to collecting research material.

### *Examples*

- I. Provider ensures that the Original Material provided pursuant to this Agreement was collected or will be collected in accordance with the standard patient informed consent procedures of Provider in effect at the time of collection and subject to approval or an exemption determination by the Provider Institutional Review Board (“IRB”) or equivalent.
- II. Diagnostic tests, bodily fluids, tissue biopsies, data or other materials collected for the Trial will be used by Institution and Investigator solely for purposes of the Trial and only as specified in the Protocol and this Agreement.
- III. I understand that the treatment may include routine diagnostic testing, including additional laboratory testing at a later date on specimens collected, based on initial results, labs resulting from infection control or public health investigations, x-ray examinations, and communicable disease screening.

## Material Transfer: Contacting or Identifying Human Subjects

### *Sifter searches for*

References to contacting or identifying human subjects.

### *Examples*

- I. Recipient agrees not to contact or make any effort to identify Human Subjects, without specific written approval from Provider.
- II. University and its employees, consultants and collaborators will use the Data and Report(s) solely for Research purposes and in compliance with all applicable statutes, regulations and ethical requirements to protect the identity and privacy of Participants from whom the Data was collected, and will not attempt to identify any such human subjects
- III. Secondary analysis of an anonymous dataset (i.e. data containing no individually-identifiable information) does not meet the definition of human subject research and does not require submission to the IRB.



## **Material Transfer: Handling and Disposing of Material, References To**

### *Sifter searches for*

References to the handling or disposing of research material.

### *Examples*

- I. Unless prohibited by law, RECIPIENT assumes all liability for claims for damages against it by third parties which may arise from RECIPIENT's use, storage or disposal of the MATERIAL except that ...
- II. When the Research Project is completed or upon the termination of this Agreement, whichever comes first, any unused Human Material will be destroyed unless the Provider gives Recipient directions for disposing of the Human Material by another means.
- III. Except to the extent prohibited by law, the Recipient assumes all liability for damages which may arise from its use, storage or disposal of the Material.

## **Material Transfer: Humane Animal Care Standards**

### ***Sifter searches for***

References to the humane treatment of animals under the agreement.

### ***Examples***

- I. RECIPIENT agrees that it will adhere to all applicable national standards for humane care and use of the animal(s) and assures the PROVIDER that it has appropriate animal care and use policies in place.
  
- II. The “Public Health Service Policy on Humane Care and Use of Laboratory Animals” and “Guide for the Care and Use of Laboratory Animals” are examples of acceptable standards for humane care and use of research animals.

## Mediation: References To

### *Sifter searches for*

References to mediation.

### *Examples*

- I. The parties shall select the mediator from the CPR Panels of Neutrals.
- II. If the parties cannot agree upon the selection of a mediator within ninety (90) days after the Notice Date, then upon the request of either party, the CPR shall appoint the mediator.
- III. Either party may initiate mediation upon written notice to the other party, and both parties shall engage in a mediation proceeding under the then current CPR Institute for Dispute Resolution (CPR) Model Procedure for Mediation of Business Disputes.

## **Mediation: Resolving Dispute by Mediation**

### *Sifter searches for*

A provision that provides for mediation of disputes.

### *Examples*

- I. ... either Party may initiate mediation by sending the other Party a written request...
- II. Except as provided in Section 16 hereof, if any dispute arises out of or relates to this Agreement, or a breach thereof, and if the dispute cannot be settled through direct discussions between the parties, the parties agree to first endeavour to settle the dispute in an amicable manner by mediation under the Commercial Mediation Rules of the American Arbitration Association before resorting to any other process for resolving the dispute.
- III. Employee and the Company agree to submit to mediation...

## **Medical Affiliate: Definition**

### *Sifter searches for*

A definition of the defined term "Medical Affiliate".

### *Examples*

- I. Medical Affiliates when used in this Agreement, shall have the following meaning:
  
- II. "Medical Affiliate" has the meaning set forth in Section [x].

## Medicare Books and Records Access

### *Sifter searches for*

A provision that requires a party to give the U.S. Department of Health and Human Services or the U.S. Comptroller General access to its records.

### *Examples*

- I. Until the expiration of four years after the furnishing of the services provided under this contract, Subcontractor will make available to the Secretary, U.S. Department of Health and Human Services, and the U.S. Comptroller General, and their representatives, this contract and all books, documents, and records necessary to certify the nature and extent of the costs of those services.
- II. The Group shall make this Agreement and the Group's books, documents, and records relating to this Agreement available to the Secretary of Health and Human Services, or to the Comptroller General of the United States, or to their duly authorized representatives to the extent required by Section 952 of the Omnibus Budget Reconciliation Act of 1980 ("OBRA 80").

## Minimum Order Quantity: Definition

### *Sifter searches for*

A definition of the defined term "Minimum Order Quantity" and variants.

### *Examples*

- I. Minimum Order Quantity means the minimum number of batches of a Product to be produced during the same cycle of manufacturing as set forth in a Product Agreement on Schedule B.
- II. Minimum Order Quantity or "MOQ" means, in respect of each Product, the volume of that Product set out in Exhibit 1 (Products) or, as applicable, agreed pursuant to clause 21 (New Product SKUs).

## Minimum Royalty: Definition

### *Sifter searches for*

A definition of the defined term "Minimum Royalty" and variants.

### *Examples*

- I. The minimum Royalty shall take effect \_\_\_\_\_, 2021 and shall be \_\_\_\_\_ Dollars (\$\_\_\_\_\_) (the "Minimum Royalty") each quarter during a Contract Year.
- II. Minimum Royalty means ...



## Minority-Owned Business: Definition

### *Sifter searches for*

A definition of the defined term "Minority-Owned Business".

### *Examples*

- I. 'Minority-owned business' means a business that is a continuing, independent, for profit business which performs a commercially useful function, and is at least fifty-one percent (51%) owned and controlled by one (1) or more minority individuals who are impeded from normal entry into the economic mainstream because of past practices of discrimination based on race or ethnic background.
- II. Minority Business Enterprise (MBE): At least 51% is owned by minority group members; or in the case of a publicly owned enterprise, a business enterprise in which at least 51% of the voting stock is owned by minority group members; or any business enterprise that is approved or certified as such for purposes of participation in contracts subjects to minority business enterprises requirements involving federal programs and federal funds.

## Mitigation of Damages

### *Sifter searches for*

A provision addressing whether a party is required to mitigate damages.

### *Examples*

- I. The parties shall use reasonable commercial efforts to mitigate any of its damages hereunder.
- II. The Executive will not be required to mitigate damages or the amount of any payment or benefit provided for under this Agreement by seeking other employment or otherwise.

**Modification: Definition**

*Sifter searches for*

A definition of the defined term "Modification".

*Examples*

- I. Modification means ...
  
- II. "Modifications" shall mean: substances created by the Recipient which contain/incorporate the Material but which are not Unmodified Derivatives.

## Most Favored Nation or Customer

### *Sifter searches for*

A provision in which a seller agrees to provide terms to a customer that are at least as favorable as those it offers to other customers.

### ***Pattern I: Favorable***

#### ***Example***

- I. If at any time during the Term [party 1] sells or provides products to any customer for commercial use at rates more favorable than those accorded to [party 2], [party 1] shall promptly offer [party 2] the benefit of such more favorable terms and conditions or rates.

### ***Pattern II: Similar (Obligation)***

#### ***Example***

- I. If at any time [party 1] charges any comparable customer a lower fee, rate or price for similar volumes of such comparable goods or services than the corresponding Fees, Pricing or other prices charged hereunder, [party 1] shall immediately apply such lower rate or amount, as applicable, for all comparable Deliverables, Services and other Work Product provided to [party 2].

### ***Pattern III: Similar (Prohibition)***

#### ***Example***

- I. [Party] warrants that the prices charged for the Services are not in excess of the lowest prices charged by [party] to other similarly situated customers for similar Services.

### ***Pattern IV: All***

#### ***Example***

- I. Seller also agrees to extend any terms or pricing offered to an individual Participating Member to all Participating Members.

## Negotiating Disputes

### *Sifter searches for*

A provision requiring that the parties attempt to settle disputes through good-faith negotiations.

### *Examples*

- I. The parties shall strive to settle any dispute arising from the interpretation or performance in connection with this Agreement through friendly consultation.
- II. In the event of any dispute, disagreement or difference of opinion arising out of this Agreement, its performance or its construction the Service Managers of the Provider and the Recipients shall use all reasonable efforts to negotiate an amicable resolution in good faith within twenty (20) Business Days of either party notifying the other of such a dispute, disagreement or difference of opinion.
- III. The Parties shall negotiate in good faith and use reasonable efforts to amicably settle any dispute, controversy or claim arising from or related to this Agreement or the breach thereof that is outside the scope of authority of the [Company], and except for any Excluded Claims (each, a Dispute).

## Negotiating Other Agreements

### *Sifter searches for*

Provisions that refer to the parties negotiating another contract.

### ***Pattern 1: Negotiate***

#### ***Examples***

- I. The parties agree to negotiate, in good faith, a license agreement with terms and conditions substantially similar to existing license agreements between the parties, to the extent allowed by current law, University policy, and reasonable updates to financial terms.
- II. In respect to such Licensee Improvements, LICENSOR grants LICENSEE a license to use the underlying intellectual property supporting any such improvement for so long as this Agreement remains in effect (including any renewal terms) and LICENSOR agrees to negotiate in good faith, terms of a license renewal after the end of the Term of this Agreement and any renewal terms per Section 4.a.

### ***Pattern 2: Binding***

#### ***Examples***

- I. Each of the parties hereto agrees that this Commitment Letter is a binding and enforceable agreement with respect to the subject matter contained herein, including an agreement to negotiate in good faith the Senior Secured Facility Documentation by the parties hereto in a manner consistent with this Commitment Letter, it being acknowledged and agreed that the funding of the Senior Secured Facility and the commitment provided hereunder is subject to conditions precedent as provided herein in Section 6, subject to the Conditionality Provision.

### ***Pattern 3: Definition***

#### ***Examples***

- I. “Interim Servicing Agreement” shall mean that certain interim servicing agreement to be negotiated in good faith between the parties hereto after the date hereof.
- II. “License Agreement” means the license agreement to be negotiated in good faith and entered into by [Company] and the JV in form and substance reasonably acceptable to the Principal Parties ; provided that the License Agreement shall be entered into by no later than July ##, 2019.

## No Adverse Presumption

### *Sifter searches for*

Provisions stating that language will be construed as a whole, according to its fair meaning or that ambiguities or uncertainties will not be construed against a party by reason of the authorship of an agreement.

### *Examples*

- I. This Agreement has been negotiated and approved by the Parties and, notwithstanding any rule or maxim of law or construction to the contrary, any ambiguity or uncertainty will not be construed against either of the Parties by reason of the authorship of any of the provisions of this Agreement.
- II. The language of this Agreement shall be construed as a whole according to its fair meaning, and not strictly for or against any party.
- III. The language of this Agreement shall be construed as a whole according to its fair meaning, and not strictly for or against any party.

**No All Efforts*****Sifter searches for***

Use of the word "all" with "efforts" provisions.

***Examples***

- I. In the event of attrition, the Hotel shall make all commercially reasonable efforts to resell the [Company]'s unused rooms.
- II. [Company] shall make all reasonable efforts to implement the revised Labeling in accordance with the [Company] schedule.



## No All Endeavours

### *Sifter searches for*

Use of the word "all" with "endeavours" provisions.

### *Examples*

- I. In respect of a change or addition being made or carried out by a third party the Contractor shall use all reasonable endeavours to provide all necessary documentation assistance and facilities necessary to enable the change or addition to be implemented.
- II. For Major Severity issues (as defined below) [Company] shall use all reasonable endeavors to provide such support to the Developer outside Business Hours.

## No Class Action

### *Sifter searches for*

A provision stating that class-action dispute resolution is prohibited.

### ***Pattern 1: Individual Claims Permitted***

#### ***Examples***

- I. Any Dispute Resolution Proceedings, whether in arbitration or court, will be conducted only on an individual basis and not in a class or representative action.
- II. Claims must be brought in the name of an individual person or entity and must proceed on an individual (non-class, non-representative) basis.

### ***Pattern 2: Class Action Prohibited***

#### ***Examples***

- I. [Company] agree that the arbitrator(s) shall not be permitted to consolidate cases or to certify any class for purposes of a class action.
- II. If you or we require arbitration of a Claim, neither you, we, nor any other person may pursue the Claim in arbitration as a class action, private attorney general action or other representative action, nor may such Claim be pursued on your or our behalf in any litigation in any court.

## No Clubbing or Consortium

### *Sifter searches for*

Provisions that prohibit, or apply to, consortium bidding or club deals.

### *Examples*

- I. Without the written consent of [Party A], [Party B] will not: act as a joint bidder or co-bidder with any third party with respect to the Transaction; or enter into any discussions, negotiations, agreements, arrangements, or understandings (whether written or oral), with any third person regarding the Transaction.
- II. From the date hereof until the earlier to occur of the termination of this Agreement pursuant to Article [x] and the Effective Time, the Company will not be required to enforce, and will be permitted to waive, (i) any anti-clubbing, restrictions on engaging Representatives or working with potential Financing Sources or similar provision of any standstill or confidentiality agreement and (ii) any provision of any standstill or confidentiality agreement solely to the extent that such provision prohibits or purports to prohibit a confidential proposal being made to the Special Committee.
- III. The Recipient shall not, and shall ensure that its Representatives shall not, without the prior written consent of a Seller, directly contact or communicate with any other Potential Bidder in connection with the Transaction (including in respect of forming a consortium or similar).

## No Commercially Reasonable Efforts

### *Sifter searches for*

Use of the word "commercially" with "efforts" provisions.

### *Examples*

- I. [Company] will use reasonable commercial efforts to complete its tasks in accordance with such time constraints, and will promptly notify Owner if such target completion date(s) change.
- II. [Company] will promptly notify Group of any construction or remodeling to be performed in Hotel over the Event Dates other than routine maintenance and Hotel will use all commercially reasonable efforts to insure that any such occurrence will not materially interfere with Groups use of Hotel.

## No Commercially Reasonable Endeavours

### *Sifter searches for*

Use of the word "commercially" with "endeavours" provisions.

### *Examples*

- I. Where [Company] is responsible for providing technical support in relation to a Content Service as set out on the Cover Sheet, [Company] shall use commercially reasonable endeavors to provide technical support to End Users during [Company]'s standard support hours, unless otherwise set out on the Cover Sheet.
- II. We shall use commercially reasonable endeavours to make the Services available 24 hours a day, seven days a week, except for: 4.2.1 planned maintenance carried out during the maintenance window of 05:00 am to 09:00 am; and 4.2.2 unscheduled maintenance and in such circumstances we shall use reasonable endeavours to give you prior notice.

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## LEGALSIFTER REVIEW and LEGALSIFTER ORGANIZE

### No Competing

#### *Sifter searches for*

Provisions that prevent one party from engaging in activities that constitute competition with another party.

**Related Sifters Alert** - This Sifter flags (1) provisions that prohibit competition and (2) provisions that prohibit activities that constitute a conflict of interest with the other party. We have three Sifters that look for other no-competing topics:

- **Confidential Information: Not Use to Compete** searches for provisions that prohibit using confidential information to compete with the other party.
- **No Serving on Other Boards** searches for a prohibition on sitting on another company's board.
- **No Soliciting Employees** searches for a provision that prohibits a party from soliciting or hiring employees of the other party.

Because contracts often address more than one of the above topics in the same sentence, there may be considerable overlap if all of the above Sifters are switched on. To avoid multiple Sifters firing at the same time, only switch on the Sifter(s) of interest.

#### **Pattern 1: Compete**

##### **Examples**

- I. I agree that during the term of my employment with Company (whether or not during business hours), I will not engage in any activity that is in any way competitive with the business or demonstrably anticipated business of Company, and I will not assist any other person or organization in competing or in preparing to compete with any business or demonstrably anticipated business of Company.
- II. Contractor further agrees that during the time Contractor is working for the Company, Contractor will not have any proprietary interest in any competitive business except for an interest of less than # percent (#%) of the outstanding shares of a publicly-held corporation, meaning a corporation whose outstanding shares are owned by one hundred (100) or more shareholders.

***Pattern 2: Conflict***

***Examples***

- I. Employee shall not engage in any activity which might involve a possible conflict of interest without first obtaining written approval of Employer.
- II. You will not solicit, perform or offer to perform any Conflicting Services for a Business Partner.

## No Conflict with Other Agreements

### *Sifter searches for*

Provisions addressing whether entry into the contract would result in breach of another contract.

**Related Sifters Alert** - This Sifter searches for statements of fact regarding the lack of any conflict with other agreements. If you're interested in which document prevails if there is a conflict, use **Which Part Controls**. If you're interested in a provision saying that the contract is the entire agreement between the parties, use **Entire Agreement**.

### *Examples*

- I. Executive represents and warrants that neither his execution of this Agreement nor the full and complete performance of his obligations hereunder will violate or conflict in any respect with any written or oral agreement or understanding with any person or entity.
- II. Both parties acknowledge that the execution, delivery and performance of this Agreement, in the time and manner herein specified, and specifically with regard to the acknowledgment described in Section 3(d), will not conflict with, result in a breach of, or constitute a default under any existing agreement, indenture, or other instrument to which the Consultant is a party or by which either entity may be bound.
- III. This agreement will not conflict with any existing agreement.



## No Government Endorsement

### *Sifter searches for*

References to an absence of governmental endorsement or recommendation.

### *Examples*

- I. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof.
- II. The Investor understands that no United States federal or state agency or any other government or governmental agency has passed on or made any recommendation or endorsement of the Securities or the fairness or suitability of the investment in the Securities nor have such authorities passed upon or endorsed the merits of the offering of the Securities.
- III. The Collaborator shall not in any way state or imply that this CRADA is an endorsement of any such product or service by the U.S. Government or any of its organizational units or employees.

## No Immediately

### *Sifter searches for*

Use of the word "immediately".

### *Examples*

- I. Company will immediately notify Customer of any unauthorized access to, or use of, Customer Content that Company becomes aware of or reasonably suspects and take appropriate action to prevent further unauthorized access.
- II. Upon breach of warranty or delay in the provision or inability to perform the Services, [Party] is entitled to (a) Terminate the Agreement; (b) If the Counterparty is supplying Goods: to require replacement of Goods at no additional cost to [Party] Stores; reject Goods delivered late and immediately cancel all or part of any order or request for any Goods which have not been provided and accepted; or obtain alternative supplies of the Goods from a third party at no additional cost.

## **No Partnership or Agency**

### *Sifter searches for*

A provision saying that nothing in the agreement establishes a partnership or agency and a provision that prohibits a party from acting on behalf of another party.

### *Examples*

- I. The Parties hereto have not created a partnership and nothing contained in this Agreement shall in any manner whatsoever constitute any Party the partner, agent or legal representative of any other Party, nor create any fiduciary relationship between them for any purpose whatsoever.
- II. Nothing in this Agreement shall be deemed to constitute a partnership or joint venture between the parties hereto or be deemed to constitute [Company] as an agent for the Acquirer, nor to constitute the Acquirer as agent for [Company], for any purpose whatsoever.

## No Pending Claims

### *Sifter searches for*

Statements to the effect that no litigation is pending against a party or that a party does not have any claims pending against another party.

### *Examples*

- I. Each party represents and warrants that it has the full right and authority to enter into, execute, and perform its obligations under this Agreement and that no pending or threatened claim or litigation known to it would have a material adverse impact on its ability to perform as required by this Agreement.
- II. The Employee represents and warrants that there are no claims, charges, lawsuits, or any similar matters of any kind filed by him or on his behalf or for his benefit presently pending against the Company or the Released Parties, or any of them, in any forum whatsoever, including, without limitation, in any state or federal court, or before any federal, state, or local administrative agency, board, or governing body.
- III. Each party represents and warrants that it has the full right and authority to enter into, execute, and perform its obligations under this Agreement and that no pending or threatened claim or litigation known to it would have a material adverse impact on its ability to perform as required by this Agreement.

## No Serving on Other Boards

### *Sifter searches for*

A prohibition on sitting on another company's board.

**Related Sifters Alert** - We have three Sifters that look for other no-competing topics:

- **Confidential Information: Not Use to Compete** searches for a provision prohibiting using confidential information to compete with a counterparty.
- **No Competing** searches for provisions that prevent one party from engaging in activities that constitute competition with another party.
- **No Soliciting Employees** searches for a provision that prohibits a party from soliciting or hiring employees of the other party.

Because contracts often address more than one of the above topics in the same sentence, there may be considerable overlap if all of the above Sifters are switched on. To avoid multiple Sifters firing at the same time, only switch on the Sifter(s) of interest.

### **Examples**

- I. The Company agrees that the Employee may not sit on other boards or board committees of other companies without the approval of the Company.
- II. Executive shall not serve on any other boards of directors and shall not provide services (whether as an employee or independent contractor) to any for-profit organization on or after the date [Organization] signs this Employment Agreement absent the written consent of the Chief Executive Officer or his or her delegate or the Chairman of the Compensation Committee of [Organization]'s Board of Directors.
- III. In no event will a member act as chairman for a different board without prior approval.

## No Soliciting Employees

### *Sifter searches for*

A provision that prohibits a party from soliciting or hiring employees of the other party.

**Related Sifters Alert** - This Sifter flags only provisions prohibiting soliciting or recruiting another's employees. We have three Sifters that look for other no-competing subtopics:

- **Confidential Information: Not Use to Compete** searches for a provision prohibiting using confidential information to compete with a counterparty.
- **No Competing** searches for provisions that prevent one party from engaging in activities that constitute competition with another party.
- **No Serving on Other Boards** searches for a prohibition on sitting on another company's board.

Because contracts often address more than one of the above topics in the same sentence, there may be considerable overlap if all of the above Sifters are switched on. To avoid multiple Sifters firing at the same time, only switch on the Sifter(s) of interest.

### **Examples**

- I. Further, during the Restricted Period, [Company] will not, without the consent of [Company], for [Company]'s own account or for any third party, solicit or endeavor to entice away, offer employment to or employ any person who was employed by [Company] during the twelve (12) month period immediately before the cessation of such ownership.
- II. I shall not, without [Company]'s prior written consent, directly or indirectly (i) hire [Company] employees; (ii) solicit, recruit, induce or otherwise encourage employees of [Company] to terminate their employment with [Company] or to engage in any Competitive Business; (iii) attempt to solicit, recruit, induce or otherwise encourage employees of [Company] to terminate their employment with [Company] or to engage in any Competitive Business; and (iv) solicit or do business with any present, past or prospective customer ...

## **No Violation of Other Contract**

### ***Sifter searches for***

A statement of fact saying that entry into the contract by a party doesn't constitute violation of any other contract of that party.

### ***Examples***

- I. The consummation of the transactions contemplated by this Agreement will not result in or constitute a default or event that, without notice, lapse of time, or both, or the occurrence or nonoccurrence of any other event that would be a default, breach or violation of [Company]'s organizational documents, or any contract, agreement, commitment to which [Company] is a party or by which it is bound.
- II. Such [Company] Member's execution, delivery and performance of this Agreement and each other document contemplated by this Agreement which requires his signature, and the consummation of the transactions contemplated by this Agreement and such other documents, do not and will not conflict with any agreement to which such [Company] Member is a party, or by which [Company]'s assets are bound or affected.

## No Warrants

### *Sifter searches for*

Use of the word "warrants" or the following section headings: " Representations and Warranties", "Warranties and Representations".

### *Examples*

- I. Each Party hereby represents and warrants that the persons executing this Agreement on its behalf have express authority to do so.
  
- II. Tenant represents, warrants and certifies to Landlord that neither Tenant nor any of its affiliates, nor any of their respective partners, members, shareholders or other equity owners, and none of their respective employees, officers, directors, representatives or agents, is a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control (OFAC) of the Department of the Treasury (including those named on OFACs Specially Designated and Blocked Persons List) or under any statute, executive order or other governmental statutes, regulations, orders or directives (any such persons or entities referred to as Blocked Persons).
  
- III. Advisor warrants and represents that Advisor is solely liable for and shall pay all applicable taxes on all amounts earned pursuant to this Agreement.



## Non-Circumvention

### *Sifter searches for*

A provision saying that one party must not circumvent the other.

### *Examples*

- I. Client, intending to be legally bound, hereby irrevocably agrees not to circumvent, avoid, bypass, or obviate Consultant, directly or indirectly, to avoid payments or fees, commissions, or any other form of compensations to Consultant in any transaction with any corporation, partnership, or individual, revealed by either party to the other, in connection with any projects, or currency exchanges, or any loans or collaterals, or any findings, or any financings, or any other transactions involving products, commodities, services, additions, renewals, extensions, rollovers, amendments, new contracts, re-negotiations, parallel contracts or agreements or third party assignments hereof.
- II. At no time shall Company directly or indirectly call on, engage, contract with, bargain with, agree to agree, solicit, or attempt to do any of the foregoing, in any manner, for any reason, any person or their respective principals introduced to Company by [Company].
- III. Agency does hereby irrevocably agree not to circumvent, avoid or bypass Company, either directly or indirectly, in order to avoid payments of fees, or otherwise benefit, either financially or otherwise, from information supplied to it by Company, or through any form of relationship with the Company's Clients, Suppliers or representatives.

## **Nonprofit Organization: Definition**

### *Sifter searches for*

A definition of the defined term "Nonprofit Organization" and variants.

### *Examples*

- I. "Nonprofit Organization" means ...
- II. A Nonprofit Organization is defined as: A university or other institution of higher education or a not-for-profit organization officially recognized or qualified under the laws of the country in which it is organized or located, or any nonprofit scientific or educational organization qualified under a federal, state or local jurisdiction's nonprofit organization statute. As used herein, the term also includes national, state or local government agencies.

## Not Relying on Statements Outside the Contract

### *Sifter searches for*

A statement that a party, or the parties, are not relying on statements made outside the contract, or not relying on any statements at all.

### ***Pattern 1: Not Relying***

#### ***Examples***

- I. The Supplier acknowledges and agrees that it has entered into this Agreement in reliance on its own due diligence alone and in entering into this Agreement has not relied (and shall not rely) on any representation, warranty, condition or other term, express or implied statutory or otherwise (including as to condition, quality, performance or fitness for purpose), save for those expressly provided in this Agreement and those which cannot be prohibited by Law.
  
- II. [Company] acknowledges that because it has not relied on statements made by [Company] to [Company] other than those in this agreement, [Company] will have no basis for bringing a claim, whether under this agreement or otherwise, in connection with statements made by [Company] to [Company] other than those contained in this agreement.

### ***Pattern 2: Not Incur Liability***

#### ***Examples***

- I. The [Company] shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing (including any electronic message, Internet or intranet website posting or other distribution) believed by it to be genuine and to have been signed, sent or otherwise authenticated by the [Company].
  
- II. The [Disclosing Party] shall not have any liability or responsibility for errors or omissions in, or any business decisions made by [Recipient] in reliance on, any Confidential Information disclosed under this Agreement.

## Notice of Outages or Unplanned Maintenance

### *Sifter Searches for*

A provision requiring a party to notify the other of an outage or unplanned maintenance.

### *Examples*

- I. unscheduled maintenance performed outside Normal Business Hours, provided that the Supplier has used reasonable endeavours to give the Customer at least [[6] Normal Business Hours'] notice in advance.
- II. If an unplanned system outage occurs, the affected Party will immediately notify the other Party's designated technical contact via telephone.
- III. In the event of such a system failure, Vendor will notify Client of the unscheduled downtime and the status of the event via a telephone conversation.

## Notice of Planned Maintenance

### *Sifter searches for*

A provision requiring a party to notify the other of scheduled maintenance.

### ***Pattern 1: Schedule***

#### ***Example***

- I. The parties will mutually agree upon dates and times for the maintenance periods at least two (2) weeks in advance and such maintenance periods shall be not more than four (4) hours per month and shall occur between the hours of 12:01 a.m. EST and 7:59 a.m. EST.

### ***Pattern 2: Notice***

#### ***Example***

- I. To the extent possible, Seller shall give Buyer at least ninety (90) Days notice of any scheduled maintenance at the [Company] production field or Terminal that could affect Delivery of Product under the Agreement.

### ***Pattern 3: Date/Time***

#### ***Example***

- I. [Company] standard scheduled maintenance window occurs on Wednesday between 23:00 and 03:00 Pacific Time.

## **Notices: All Notices Must Be in Writing**

### *Sifter searches for*

A statement that notices under a contract must be in writing.

### *Examples*

- I. Any notice, consent or request to be given in connection with any of the terms or provisions of this Sponsor Agreement shall be in writing and shall be sent or given in accordance with the terms of Section 13.02 of the Business Combination Agreement to the applicable party as its principal place of business (or, in the case of the Insiders, to [Company] or, following the [Company], the Company ).
- II. Any notice or payment to be given under this Agreement shall be in writing and delivered by hand or, except in the event of disruption of postal service, mailed by prepaid registered mail to the party at the address shown below and such notice shall be deemed to have been given on the day of delivery or on the fifth business day after mailing as aforesaid, as the case may be. In the case of a notice alone, such notice may also be sent by email to the relevant party to the email address set out below.
- III. Any notice or other communication required to be given pursuant to this Agreement shall be in writing and given by personal delivery, pre-paid registered mail or nationally-recognized overnight delivery service, or by facsimile transmission and shall be effective upon receipt. Notices and communications shall be given:

## Notices: Changing Contact Information

### *Sifter searches for*

A provision saying what's required for a party to change to the contact information to which its notices are sent.

### *Examples*

- I. Each party to this Agreement may change such address for notices by sending to the parties to this Agreement written notice of a new address for such purpose.
- II. Every notice or other communication relating to this Performance Stock Unit Agreement between the Company and the Participant shall be in writing, and shall be mailed to or delivered to the party for whom it is intended at such address as may from time to time be designated by such party in a notice mailed or delivered to the other party as herein provided...
- III. A party may change its contact information immediately upon written notice to the other party in the manner provided in this Section.

## Notices: Contact Information

### *Sifter searches for*

The intended recipient of notices sent under the contract.

### *Examples*

- I. Any notice or other communication... shall be delivered to: [###] Pennsylvania NE, Suite ### Albuquerque, New Mexico, ##### Attention: Chief Executive Officer...
- II. Any notice or other communication shall be delivered to: [ADDRESS].
- III. All communications shall be sent to the respective parties at their addresses as set forth on Schedule A hereto, or to the principal office of the Company and to the attention of the Chief Executive Officer, in the case of the Company, or to such email address, facsimile number, or address as subsequently modified by written notice given in accordance with this Section 6.5.



## Notices: How to Deliver Notices

### *Sifter searches for*

A statement of how to deliver notices under the contract.

### *Examples*

- I. Any notice or other communication required to be given pursuant to this Agreement shall be in writing and given by personal delivery, pre-paid registered mail or nationally-recognized overnight delivery service, or by facsimile transmission and shall be effective upon receipt.
- II. Any notices in connection with this Agreement will be in writing and sent by first class US mail, or confirmed electronic mail or major commercial rapid delivery courier service.

## Notices: When Notices Are Deemed Received

### *Sifter searches for*

A statement of when a notice is deemed to have been delivered.

### *Examples*

- I. Any notices or other communications required or permitted under, or otherwise given in connection with, this Agreement shall be in writing and shall be deemed to have been duly given (i) when delivered or sent if delivered in person, (ii) on the Business Day after dispatch by registered or certified mail (return receipt requested), (iii) on the next Business Day if transmitted by an express courier (with confirmation), or (iv) on the date delivered if sent by email (provided confirmation of email receipt is obtained), in each case as follows:
- II. All notices, demands, requests, consents, approvals, representations, deliveries or other communications under this Agreement shall be deemed valid and effective when they are made in writing and delivered (a) in person (upon protocol or proof of delivery), (b) by registered letter or recognized courier service (with acknowledged receipt request and postage confirmation), or (c) by email with delivery confirmation, to the following physical and electronic addresses:
- III. Any notice required hereunder to be given by either party will be in writing and will be deemed effectively given upon personal delivery to the party to be notified, or five (5) days after deposit with the United States Post Office by certified mail, postage prepaid, to the other party at the addresses noted in the signature block of this Agreement.

## **Obligation to Provide Invoice Documentation or Backup**

### *Sifter searches for*

An obligation to provide documentation for invoices or a backup invoice.

### *Examples*

- I. Contractor shall submit to Company an invoice, along with all supporting documentation, including, but not limited to, third party- invoices, daily work tickets, and approved documentation for services outside the original scope of work.
- II. [Company] shall provide reasonable back-up information supporting the prices and calculations used on each invoice reflecting an Energy Surcharge.
- III. If Customer in good faith disputes any portion of any invoice, Customer shall submit, by the due date, full payment of the undisputed portion of the invoice and written documentation identifying and substantiating the disputed amount.

## Obligations: Duration

### *Sifter searches for*

References to obligations lasting for a stated period of time.

### *Related Sifters Alert*

- If you're searching for references to obligations surviving termination, use **Provisions Survive Termination**.
- If you're searching for the term of the contract, use **Term: Duration**.
- If you're searching only for how long someone has to keep information confidential, use **Confidential Information: Duration of Obligation to Not Disclose**.

### *Examples*

- I. All obligations under this Agreement shall expire three (3) years from the Effective Date.
- II. All obligations of confidentiality under this Clause 13 will terminate seven (7) years after the expiration or termination of the Term
- III. The obligations set forth in the two immediately preceding sentences will expire two years after the Effective Date.
- IV. The obligations of Paragraphs 7, 8, 9, 12, 13 and 14 shall remain in effect for a period of five (5) years from the end of the DISCLOSURE PERIOD and shall survive termination of this Agreement.

## **Only Reasonable Efforts**

### *Sifter searches for*

"Efforts" standards other than "reasonable efforts".

### *Examples*

- I. If any events beyond the parties control require adjustments to this Agreement or the parties otherwise desire to effect changes hereto, the parties shall make a good faith effort to agree on all necessary particulars.
- II. The Company will use its reasonable best efforts to minimize the frequency and duration of such exclusions.

## Only Reasonable Endeavours

### *Sifter searches for*

“Endeavours” standards other than “reasonable endeavours”.

### *Examples*

- I. The Licensee at its expense will use its best endeavours to commercialise and exploit the Licensed Rights and to manufacture, have manufactured, use, market and sell the Products or to appoint sub-licensees for the purpose of such commercialisation and exploitation.
- II. The Employee shall use best endeavors to prevent the unauthorized publication or misuse of any Confidential Information.

## Open Records Laws, References To

### *Sifter searches for*

References to open records laws of the U.S. jurisdictions.

### *Examples*

- I. Licensee is subject to Chapter 119 of the Florida Statutes, commonly known as the Florida Public Records Law.
- II. The Agreement, this Addendum, and any related documents and/or correspondence shall also become a public record subject to the Public Records Law, regardless of any confidentiality provision outlined in the Agreement.

**Order: Definition**

*Sifter searches for*

A definition of the defined term "Order" and variants.

*Examples*

- I. Order is defined as....
- II. Section 2.17 of the contract refers to Orders and its definition



## Organization in Good Standing

### *Sifter searches for*

A statement that a party is duly organized, validly existing, or in good standing in its jurisdiction of organization.

### ***Pattern 1: Duly Organized***

#### ***Examples***

- I. The [Company] shall maintain its existence as a corporation duly organized under the laws of the state of Georgia.
- II. [Company] hereby represents and warrants to [Company] that (a) it is a validly organized corporation under the laws of the State of Delaware.

### ***Pattern 2: Validly Existing***

#### ***Examples***

- I. Tenant is a validly existing corporation under the laws of the State of Washington and has all requisite corporate power and authority to carry on its business as presently conducted.
- II. Each Designated Buyer is duly organized and validly existing under the Laws of the state or jurisdiction of its organization.

***Pattern 3: Good Standing***

***Examples***

- I. Borrower is in good standing under the laws of the State of Minnesota and such other jurisdictions, has the power to own its property and conduct its business as now conducted and as currently proposed to be conducted.
- II. The Company is duly qualified to transact business and in good standing in each jurisdiction where the ownership of its properties and assets or the conduct of its business requires it to be licensed or qualified to do business.

***Pattern 4: Combination***

***Examples***

- I. The [Company] is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization and has the corporate power to own its assets and to transact the business in which it is currently engaged.
- II. The Company is a corporation duly organized, validly existing, and in good standing under the laws of the State of Delaware.

## **Original Material: Definition**

### *Sifter searches for*

A definition of the defined term "Original Material".

### *Examples*

- I. Original Material shall mean ...
- II. The definition of the material being transferred ("Original Material") is specified on page [x] of this Agreement.

## Ownership of Deliverables

### *Sifter searches for*

A provision stating who owns deliverables.

### *Examples*

- I. All materials, works, writings, video footage, commercials, ideas, dialog sequences or other tangible expressions developed or produced in connection with the performance of the Consulting Services (collectively, the "Deliverables") shall be and remain the absolute and exclusive property of Company forever.
- II. COMPANY agrees that all right, title, and interest in and to all work product, property, data, documentation, Services, Deliverables, information, or materials conceived, discovered, developed, or created by COMPANY pursuant to this Agreement (collectively, the "Work Product") shall be and remain the sole and exclusive property of COMPANY.

## Ownership of Instruments of Service

### *Sifter searches for*

A provision stating that a party owns, or does not own, instruments of service.

### *Examples*

- I. [Client] shall own all data and data outputs resulting from the Services that relate to [Client] including without limitation reports, diagrams, etc., that are generated using Client Property.
- II. Company is the sole owner of the Product labels, pre-mix specifications, stability data, and qualification data, including but not limited to, patents, technology, and know-how relating thereto (Company Property).
- III. All documents and other tangible objects containing or representing Confidential Information which have been disclosed by either Party to the other Party, and all copies thereof which are in the possession of the other Party, shall be and remain the property of the Disclosing Party and shall be promptly returned to the Disclosing Party upon termination of this Agreement.

## Parts: Definition

### *Sifter searches for*

A definition of the defined term "Parts".

### *Examples*

- I. "Parts" means the categories of Products set forth in Schedule C.
- II. Parts: proprietary replacement parts sold for Equipment listed on Schedule B (specifically not including replacement parts for equipment not listed on Schedule B), together with all other common service or maintenance items (for example, including but not limited to filters, hoses, lubricants, etc.) and accessories which are offered for sale to Dealer, which [Company] has authorized to be identified with the Licensed Trademarks.

## Party Address

### *Sifter searches for*

Party addresses.

### *Examples*

- I. This CONSULTING AGREEMENT... is by and between [Company], a Delaware Corporation whose primary place of business is located in Corpus Christi, TX (the "Company") ...
- II. THIS RAW MATERIAL SUPPLY AGREEMENT ("Agreement") ... by and between [Company], a California corporation with offices at ### Main Street, City, California #####

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## LEGALSIFTER REVIEW and LEGALSIFTER ORGANIZE

### Party Name

#### *Sifter searches for*

Identification of the Parties to a contract. This includes any person, organization, or entity.

#### *Examples*

- I. This CONSULTING AGREEMENT... is by and between [Company], a Delaware Corporation whose primary place of business is located in Corpus Christi, TX (the "Company") ...
- II. THIS RAW MATERIAL SUPPLY AGREEMENT ("Agreement") ... by and between [Company], a California corporation with offices at ### Main Street, City, California #####



## Patent Rights: Definition

### *Sifter searches for*

A definition of the defined term "Patent Rights".

### *Examples*

- I. I. "Patent Rights" means ...
  
- II. The above MATERIALS are provided to RECIPIENT with knowledge of "Acme Patent Rights" (U.S. Patent 4,xxx,xxx, and 5,xxx,xxx and corresponding foreign patents, and any patents granted on any divisional and continuation applications thereof (collectively known as "Widgetco Patent Rights")), and that have been exclusively licensed to Acme by Widgetco, under the following conditions: ...

## **Patriot Act**

### ***Sifter searches for***

References to the Patriot Act.

### ***Examples***

- I. Administrative Agent shall have received from Restricted Persons, to the extent requested by Lenders or Administrative Agent, all documentation and other information required by regulatory authorities under applicable “know your customer” and anti-money laundering rules and regulations, including the Patriot Act and the Beneficial Ownership Regulation, no later than 5 days prior to the Closing Date.
- II. Each Lender that is subject to the Patriot Act and Administrative Agent (for itself and not on behalf of any Lender) hereby notifies each Restricted Person that, pursuant to the requirements of the Patriot Act, it is required to obtain, verify, and record information that identifies each Restricted Person, which information includes the name and address of each Restricted Person and other information that will allow such Lender or Administrative Agent, as applicable, to identify each Restricted Person in accordance with the Patriot Act.
- III. “U.S. Patriot Act” means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)), as amended.

## Introducing the Payment Terms Sifters

This family includes the following 19 Sifters:

- **Payment Terms: Address** searches for the address to which to send a check.
- **Payment Terms: Adjusting or Not Adjusting Price** searches for statements permitting or prohibiting price changes.
- **Payment Terms: Cost Pass-Through, References To** searches for references to pass-through costs or expenses.
- **Payment Terms: Currency** searches for the currency for making payments and searches for related definitions.
- **Payment Terms: Default Interest** searches for a default rate of interest on amounts not paid when due.
- **Payment Terms: Failure to Pay** searches for the consequences of a party's failure to pay.
- **Payment Terms: Invoice Frequency** searches for a reference to how often invoices are issued.
- **Payment Terms: Late Payments** searches for the implications of late payment.
- **Payment Terms: Method** searches for payment methods.
- **Payment Terms: Milestone Payments, References To** searches for references to milestone payments.
- **Payment Terms: Obligation to Pay** searches for an obligation related to payment, or an absence of such an obligation.
- **Payment Terms: Paying By the Hour, References To** searches for references to paying by the hour.
- **Payment Terms: Price Adjustment, References To** searches for references to price adjustments.
- **Payment Terms: Refund** searches for references to a customer being entitled to receive a refund.
- **Payment Terms: Right to Set Off Amounts Owed** searches for whether a party may or may not set off an amount owed to another party under the contract against—in other words, reduce that amount by—an amount the other party owes the first party.
- **Payment Terms: Schedule** searches for a stated schedule of payments, as opposed to a statement that payments are to be made at monthly or at some other interval.
- **Payment Terms: When to Pay** searches for when an amount must be paid.
- **Payment Terms: When to Pay Invoices** searches for when an invoice must be paid and references to failure to pay an invoice within a stated period.
- **Payment Terms: When to Submit Invoices** searches for references to when an invoice must be submitted and what happens if an invoice is not submitted on time or is not submitted at all.

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## LEGALSIFTER REVIEW and LEGALSIFTER ORGANIZE

The following additional information groups together closely related Payment Terms Sifters and is intended to help you select the most appropriate one or more Sifter or Sifters.

*To avoid double-flagging, we recommend turning off the “parent” Sifter in each group when using one or more “child” Sifter(s), and vice versa*

### OBLIGATIONS TO PAY

If you want to flag all payment-related obligations, use the broad **Payment Terms: Obligation to Pay**. This is the parent Sifter of the two child Sifters below:

- Use **Expenses: Obligation to Pay** if you are interested in obligations to pay expenses or costs.
- Use **Taxes: Obligation to Pay** if you are interested in obligations to pay taxes.

### TIMING OF PAYMENT

If you want to know when to pay any outstanding amount, use the broad **Payment Terms: When to Pay**. This is the parent Sifter of the two child Sifters below:

- Use **Payment Terms: When to Pay Invoices** if you are interested in invoices.
- Use **Payment Terms: Payment Schedule** if you only want to flag a stated schedule of payments.

### TIMING FOR SUBMITTING INVOICES OR BILLS

If you want to flag all references to the deadline for submitting invoices (whether on completing work or otherwise), use the broad **Payment Terms: When to Submit Invoices**. This Sifter also flags provisions describing what happens if an invoice is not submitted on time or at all. It is the parent Sifter of:

- **Payment Terms: Invoice Frequency**. Use this child Sifter if you’re interested in flagging only references to submitting invoices at regular intervals (for example, on the first day of each month).

### PRICE CHANGES

If you want to flag all references (even incidental) to price changes, use the broad parent Sifter, **Payment Terms: Price Adjustment, References To**.

- If you're only interested in provisions permitting or prohibiting price changes, use the narrower child Sifter, **Payment Terms: Adjusting or Not Adjusting Price**.

## Payment Terms: Address

### *Sifter searches for*

A statement of an address to which to send a check.

### *Examples*

- I. Sponsor will make payments to The University [at \_\_\_\_\_], referencing the Principal Investigator and Research Program title, to the following address:
- II. Payments should be sent to the following address.
- III. Mail checks to:

## Payment Terms: Adjusting or Not Adjusting Price

### *Sifter searches for*

Statements permitting or prohibiting price changes.

**Related Sifter Alert** - This Sifter only flags only statements permitting or prohibiting price changes.

If you want to flag all references (even incidental) to price changes, use the broad “parent” Sifter, [Payment Terms: Price Adjustment, References To](#).

To avoid double-flagging, we recommend switching off the less-relevant Sifter.

### ***Pattern 1: Discretion***

#### ***Example***

- I. The Supplier may, by giving notice to the Customer at any time [up to [NUMBER] Business Days] before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:

### ***Pattern 2: Obligation***

#### ***Example***

- I. Company shall adjust the Product Price annually upwards or downwards, effective January 1 of each year of the Term, commencing on January 1, [\*\*\*\*].

### ***Pattern 3: Limited***

#### ***Example***

- I. Price increase shall not exceed 3% or the medical consumer price index (CPI-M), whichever is lower.

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LEGALSIFTER REVIEW and LEGALSIFTER ORGANIZE

***Pattern 4: No***

***Example***

- I. Except as set forth in this Warrant no such action may increase the exercise price of any Warrant or decrease the number of shares or class of stock obtainable upon exercise of any Warrant without the written consent of the Holder.

***Pattern 5: Unchanged***

***Example***

- I. The Advisory Fee and any Directors Fee shall remain unchanged until such time as the Company has positive cash flow.



## Payment Terms: Cost Pass-Through, References To

### *Sifter searches for*

References to pass-through costs or expenses.

### *Examples*

- I. Vendor represents and warrants that (i) all fees (e.g., charges, costs and prices) to be charged to Avon in connection with the Services and [Company's] ownership and use of the Deliverables are disclosed to [Company] in this Agreement and/or the applicable Statement of Work and (ii) there are no additional costs, either direct or pass-through, that Avon will incur in connection with this Agreement.
- II. Include any risk assessment, dependencies, charges, and any applicable pass-through costs.
- III. "Expenses" means the mutually agreed third party and other pass-through costs payable by [Party A] to [Party B] for the provision of the Services, as set forth in a Statement of Work.

## Payment Terms: Currency

### *Sifter searches for*

Provisions stating the currency for making payments and searches for related definitions.

### *Examples*

- I. If we pay you for a sale in a currency other than the currency in which the sale was made, we will convert the Royalties from the currency in which the sale was made to the payment currency at an exchange rate that we or our bank determine, which may include fees and charges for the conversion.
- II. All payments under this Second Amendment will be made in U.S. dollars by electronic funds transfer to such bank accounts as each Party may designate from time to time, or by check.
- III. The Distributor shall pay the Supplier in US dollars, or any other currency as agreed by the parties from time to time.

## Payment Terms: Default Interest

### *Sifter searches for*

A provision imposing a default rate of interest on amounts not paid when due.

### *Pattern 1: Interest*

#### *Examples*

- I. Charges not paid within thirty (30) calendar days after the date when payable will bear interest at the rate of X% per month for the period commencing on the due date and ending on the date that is thirty (30) calendar days after such due date, and thereafter at the rate of X% per month until the date payment is received in full by the Provider.
- II. All amounts not paid within 10 days after the Subcontractor Due Date bear interest at the rate of X% per annum above LIBOR as of the Subcontractor Due Date from such Subcontractor Due Date until the date payment is received in full by [Company].

### *Pattern 2: Late Fee*

#### *Examples*

- I. Any payment received more than twenty (20) days after the invoice date will be automatically assessed a late fee of X%, or the maximum amount allowed by law, of any unpaid amount.
- II. If you are late in paying all or part of a fee due to us, then you must also pay us our then-current late fee and interest on the unpaid amount calculated from the date due until paid at the rate of one and X percent (X%) per month, or the highest rate allowed by law, whichever is less.

## Payment Terms: Failure to Pay

### *Sifter searches for*

Provisions stating the consequences of a party's failure to pay.

### *Examples*

- I. If any Lender fails to pay any amount when due by it to Agent pursuant to the terms hereof, such amount shall bear interest from the due date until paid at the rate determined by Agent as customary in the banking industry for interbank compensation.
- II. The Company fails to pay when due any installment of principal, interest or other fees hereon in accordance herewith, or the Company fails to pay any of the other Obligations (under and as defined in the Master Security Agreement) when due, and, in any such case, such failure shall continue unremedied for a period of five (5) days following the date upon which any such payment was due.

## Payment Terms: Invoice Frequency

### *Sifter searches for*

A reference to frequency of invoicing.

**Related Sifter Alert** - This Sifter flags regularly recurring invoice submission intervals or deadlines for submitting invoices (for example, on the first day of each month).

If you're searching for broader language, namely all references to when an invoice must be submitted (including when work has been completed or upon other events), use the "parent" Sifter, **Payment Terms: When to Submit Invoices**.

To avoid double-flagging, we recommend switching off the less-relevant Sifter.

### **Examples**

- I. Company will be invoiced on the first of every month.
- II. Professional services shall be billed in arrears and invoiced monthly.
- III. [Website] shall provide the process, technology and ongoing personnel services to set up and provision new Subscribers, maintain existing Subscriber account information and perform monthly Subscriber billing.

## Payment Terms: Late Payments

### *Sifter searches for*

Provisions addressing the implications of late payment.

### ***Pattern 1: Late Payment***

#### ***Examples***

- I. Any amounts owed and not paid by [Company] when due under this Agreement shall be subject to interest from and including the date payment is due through and including the date upon which [Company] has made a wire transfer of immediately available funds into an account designated by [Company], at a per annum interest rate equal to [\*].
- II. Any payments by Licensee that are not paid on or before the date such payments are due under this Agreement shall bear interest at the lower of (a) one and one half percent (1.5%) per month and (b) the maximum rate allowed by law.

### ***Pattern 2: Non-Payment***

#### ***Examples***

- I. The parties agree that a material breach by [Company] shall occur if: [Company] refuses to pay [Company] fees expressly agreed upon in this Agreement, or [Company] defaults on any other material obligations hereunder.
- II. If we do not receive payment in accordance with the instructions on your invoice, [Company] will collect the [product] at the identified facility(ies) and may terminate any existing contract and use all reasonable means to pursue the unpaid balance.

## Payment Terms: Method

### *Sifter searches for*

References to different kinds of payment methods.

### *Examples*

- I. In the event that the Final Capital Leases Amount exceeds the Estimated Capital Leases Amount, Seller and each of the Seller Owners jointly and severally shall pay Purchaser the amount equal to the difference in cash by wire transfer of immediately available funds.
- II. To the extent any such payment exceeds the amount of cash available from the Escrow Account, such payment shall be payable by the Seller in cash, by wire transfer of immediately available funds to an account designated by the Indemnatee or, at the option of the Purchaser, by offsetting the amount of such payment against any amounts owed by the Purchaser or any of its Affiliates to the Seller hereunder or otherwise.
- III. METHOD OF PAYMENT: Payment of said fee shall be made upon completion of said professional services in a manner satisfactory to CITY, and after receipt and approval by CITY of a certified invoice, itemizing the services performed and the rates charged for such service.
- IV. If you have established credit, you agree that the remainder of the master account will be fully paid by company or certified check within 30 days after receipt of the bill.

## **Payment Terms: Milestone Payments, References To**

### ***Sifter searches for***

References to milestone payments.

### ***Examples***

- I. In further consideration for the right and license granted to Company under this Agreement, Company will pay to [Organization] certain milestone payments as provided for herein below.
- II. Upon payment of the Milestone by [Party A] to [Party B] set forth in x.x4(a)(i), [Party A] shall not be required to return the Transferred Lines.
- III. Where Company makes milestone payments, title to Goods to which the payments apply will proportionally pass to Company.



## Payment Terms: Obligation to Pay

### *Sifter searches for*

An obligation related to payment, or an absence of such an obligation.

### *Examples*

- I. Any and all taxes imposed on the sale of the Products to Customers are the responsibility of Reseller to collect and pay to the appropriate taxing authorities
- II. All invoices shall be paid within thirty (30) days.
- III. Company will have no obligation to pay any subcontractor.
- IV. The Company has no commitment to compensate or reimburse any individual for penalty Taxes imposed under Section 409A of the Code.

## Payment Terms: Paying By the Hour, References To

### *Sifter searches for*

References to paying by the hour.

### *Examples*

- I. Should Employee be required to dedicate an aggregate of more than four (4) hours per week or sixteen (16) hours in total in providing any cooperative efforts or services hereunder, Employer shall compensate Employee for any such excess time expended based upon an hourly rate equal to the quotient of Employee's Base Salary as in effect at the time of termination divided by [-].
- II. Please provide the following backup information for invoices: receipts, expenses by cost category, hourly effort certifications etc.
- III. Our hourly fees are determined during your Intake Session based on your income level and ability to pay.

## Payment Terms: Price Adjustment, References To

### *Sifter searches for*

References to price adjustments.

**Related Sifter Alert** - This Sifter flags all references to price adjustments, even if incidental.

If you want to flag only statements permitting or prohibiting changing prices, use the narrower “child” Sifter, **Payment Terms: Adjusting or Not Adjusting Price**.

To avoid double-flagging, we recommend switching off the less-relevant Sifter.

### **Examples**

- I. The Supplier may, by giving notice to the Customer at any time [up to [NUMBER] Business Days] before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:
  
- II. All prices are subject to increase by [Company] in the event (i) any additional supplier driven charges or increased taxes or other governmental charges imposed after the date on which this SOW is executed by [Company] or (ii) suppliers of the Travel Project increase the prices charged to [Company] by reason of increases, which can include but is not limited to, the cost of fuel or energy or due to supplemental charges not in place at the time of the original Travel Project negotiation.

## **Payment Terms: Refund**

### ***Sifter searches for***

A provision under which the customer would be entitled to receive a refund in specified circumstances.

### ***Examples***

- I. If product does not meet the requirements, Customer may request refund for such product.
- II. If a Deliverable does not conform to its Technical Specifications on the third or any subsequent Delivery, Customer may require a refund of fees paid for such Deliverable.
- III. If product does not meet the specified warranties, Customer may ask for a refund.

## Payment Terms: Right to Set Off Amounts Owed

### *Sifter searches for*

Provisions saying that a party may or may not set off an amount owed to another party under the contract against—in other words, reduce that amount by—an amount the other party owes the first party.

### ***Pattern 1: Setoff***

#### ***Example***

- I. If an Event of Default occurs, the Non-Defaulting Party may, without limitation on its rights under this Article 17, set off amounts which the Defaulting Party owes to it against any amounts which it owes to the Defaulting Party (whether hereunder, under any other agreement or contract or otherwise and whether or not then due).

### ***Pattern 2: No Setoff***

#### ***Example***

- I. All sums payable under this Agreement shall be paid free and clear of all deductions, withholdings, set-offs or counterclaims whatsoever, save only as may be required by Applicable Law.

### ***Pattern 3: Reduction***

#### ***Example***

- I. Whenever [Company A] is to pay any sum payable pursuant to this Agreement to [Company B], any amounts that [Company B] owes to [Company A] and which are not the subject of a good faith dispute may be deducted from that sum before payment including, at [Company A]'s option and discretion, by deduction from the payment(s) due pursuant to Sections 3.1, 3.2 and/or 4.1 of this Agreement.

## Payment Terms: Schedule

### *Sifter searches for*

A stated schedule of payments, as opposed to a statement that payments are to be made monthly or at some other interval.

**Related Sifter Alert** - This narrow Sifter flags only stated schedules for making payments.

If you're interested in flagging all references to payment deadlines, use **Payment Terms: When to Pay**.

If you're interested in flagging only references to paying invoices, use **Payment Terms: When to Pay Invoices**.

### **Examples**

- I. The total budget of \$[\*\*] shall be paid in eight installments, upon receipt of an invoice from the University, in accordance with the following schedule:
- II. Payment schedules are set forth in Appendix B.
- III. The following is the Schedule of Payments.

## Payment Terms: When to Pay

### *Sifter searches for*

Statements of when an amount must be paid.

**Related Sifter Alert** - This Sifter flags any type of payment deadline.

If you're interested in flagging only deadlines for paying invoices, use the "child" Sifter, **Payment Terms: When to Pay Invoices**. To avoid double-flagging, we recommend switching off the less relevant of these two Sifters.

If you're interested in flagging only payment schedules, use **Payment Terms: Schedule**.

### **Pattern 1: Pay**

#### **Examples**

- I. CONTRACTOR will pay SUBCONTRACTOR such withheld payments when all issues are resolved to CONTRACTOR'S satisfaction.
- II. Supplier will pay Buyer the full amount of invoiced Program Rebates within thirty (30) days of Supplier's receipt of the invoice.

### **Pattern 2: Transfer**

#### **Examples**

- I. Upon the Closing, the Investor shall transfer to the Company the Purchase Price by wire transfer of immediately available funds according to the wire instructions attached hereto as Schedule 1.4.
- II. Party A shall invoice Party B upon the initiation of an objective outlined and budgeted in the Chronogram, and Party B shall remit payment net 45 days from receipt of such invoice.

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LEGALSIFTER REVIEW and LEGALSIFTER ORGANIZE

***Pattern 3: Due***

***Examples***

- I. All fees are due within thirty (30) days of issuance.
- II. All sums are due and payable upon receipt.

***Pattern 4: Begin***

***Example***

- I. Severance pay will begin in the first pay period beginning after the Severance Agreement becomes binding.



## Payment Terms: When to Pay Invoices

### *Sifter searches for*

Provisions stating when an invoice must be paid or referring to failure to pay an invoice within a stated period.

**Related Sifter Alert** - This Sifter flags provisions that say when an invoice must be paid or refer to failure to pay an invoice within a stated period.

If you're interested in when an invoice must be submitted to the customer (as opposed to paid by the customer), use **Payment Terms: When to Submit Invoices**.

Contracts often refer to both of these concepts in the same sentence, so you should expect some double-flagging if both of these Sifters are switched on.

### **Pattern 1: Invoice**

#### **Examples**

- I. All invoices are due within thirty (30) days of issuance.
- II. Customer shall pay all undisputed amounts due in the currency specified in the applicable Facility Addendum within sixty (60) calendar days from the date of the invoice.
- III. Distributor shall pay all properly invoiced amounts due to [Company] within a maximum of 40 days based on Distributors accounts payable routine payments being made on the 20th of each month or as otherwise advised and agreed in writing by [Company].

## LEGALSIFTER REVIEW and LEGALSIFTER ORGANIZE

### ***Pattern 2: Month***

#### ***Examples***

- I. Distributor shall pay all current monthly invoices by the end of the following month of the respective invoice.
- II. All invoices will be paid via electronic funds transfer on the first (1st) and third (3rd) Monday of the month, in arrears.

### ***Pattern 3: Net***

#### ***Example***

- I. Payment term is net 60 days from the date of invoice.

### ***Pattern 4: Fails to Pay***

#### ***Example***

- I. Penalties of up to 2% per month will accrue for late payment on invoices beginning the 8th day past the due date.

## Payment Terms: When to Submit Invoices

### *Sifter searches for*

References to when an invoice must be submitted and what happens if an invoice is not submitted on time or is not submitted at all.

**Related Sifter Alert** - This Sifter flags all deadlines for submitting invoices, including those relating to when work has been completed, services have been performed, or other events have occurred.

If you're interested only in flagging regularly recurring submission intervals or deadlines (for example, on the first day of each month), use **Payment Terms: Invoice Frequency**.

If you're interested in when an invoice must be paid, use **Payment Terms: When to Pay Invoices**. Contracts often refer in the same sentence to both submitting invoices to the customer and the customer paying invoices, so some double-flagging should be expected if both **Payment Terms: When to Submit Invoices** and **Payment Terms: When to Pay Invoices** are switched on.

### **Pattern 1: Frequency/Deadline**

#### **Examples**

- I. A final invoice will be sent X-Y weeks after the conclusion of the meeting for any additional costs not included in earlier invoices.
- II. [COMPANY] shall invoice [COMPANY] for charges under any SOW at the time set out in the SOW or if no invoicing provisions with respect to the Services are provided in the SOW, upon completion of the Services .

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## LEGALSIFTER REVIEW and LEGALSIFTER ORGANIZE

### ***Pattern 2: Late***

#### ***Examples***

- I. Shipper may refuse invoices received X days or more after the shipment delivery date.
- II. Subcontractor's failure to provide Contractor with an invoice for services more than X months past the month in which Subcontractor became entitled to submit a payment request, will result in Subcontractor's forfeiture of any claim for payment for such services or any fees or costs in connection with such services, unless the Contractor has acquiesced, in writing, to the late provision of an invoice.

### ***Pattern 3: Failure***

#### ***Examples***

- I. For the avoidance of doubt, [COMPANY]'s failure to invoice Customer for any of the charges set forth in this Section does not constitute a waiver of [COMPANY]'s right to charge Customer for the same event or other similar events in the future.
- II. Any failure by [COMPANY] to provide an invoice within such time period shall not relieve Client of its obligation to pay an invoice provided or otherwise received after such date.

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## LEGALSIFTER REVIEW and LEGALSIFTER ORGANIZE

### Performance Start Date

#### *Sifter searches for*

A statement of a start date or performance date or a statement of where a start date or performance date is to be found.

**Related Sifter Alert** - This date is often referred to as the start date, effective start date, performance date, or commencement date. And it might be the same as the date of the contract or it might fall before or after the date of the contract.

If instead you're interested in the date of the contract, use the Sifter **Date of Contract**.

#### **Pattern 1: Explicit**

##### **Examples**

- I. The start date shall be January 1st, 2020.
- II. Your effective start date will be on or around July 9th at which time you will commence your employment as a 0.8 FTE Registered Nurse.

#### **Pattern 2: Pointer**

##### **Examples**

- I. Unless earlier terminated pursuant to Section 11 herein, the start date of this agreement is specified in Exhibit A.
- II. The Subscription Start Date set forth above will coincide with the date the website is launched.

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## LEGALSIFTER REVIEW and LEGALSIFTER ORGANIZE

### Personally Identifiable Information, References To

#### *Sifter searches for*

References to personal information or data, customer information or data, and variants.

#### *Examples*

- I. Personally Identifiable Information (PII): The terms "Personally Identifiable Information" or "PII" shall include, but are not limited to, student data, metadata, and user or pupil-generated content obtained by reason of the use of Provider's software, website, service, or app, including mobile apps, whether gathered by Provider or provided by University or its users, students, or students' parents/guardians.
- II. Without limiting the foregoing, and if applicable, [Party A] shall provide [Party B] copies of customer lists, customer data and other customer information relating to the Product in the Terminated Country, which [Party B] shall have the right to use and disclose in connection with its development and commercialization of the Product in the Terminated Country.
- III. Upon termination or expiration of a Cloud Service, You are responsible for transfer of Your Client Personal Data in accordance with the CSA and the deletion of Your client content (including Your PII).
- IV. Customer hereby grants to Company and its authorized representatives and contractors a non-exclusive and non-transferable right and license to use, process, store, and transmit, and disclose Customer Data solely to provide the Services to Customer and fulfill other obligations described in this Agreement.

## Permits: Obligations

### *Sifter searches for*

Obligations, or the absence of obligations, relating to permits.

### *Examples*

- I. [Company] shall obtain all permits that it requires to effect the Merger.
- II. Each of the Parties will cooperate with the other and use its reasonable best efforts to prepare all necessary documentation (including furnishing all information required under any Law) to effect promptly all necessary filings with any Governmental Authority and to obtain all consents, waivers and approvals and waiting period expirations and
- III. Neither Buyer nor Buyer Parent is required to obtain any Governmental Authorization or give any notice to any Governmental Entity.

## Permitted Use and Prohibited Use: Definition

### *Sifter searches for*

The definition of the defined terms "Permitted Use", "Prohibited Use" and variants.

### *Examples*

- I. "Permitted Use" means...
- II. Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure ("Structure"), associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (the "Communication Facility"), as well as the right to test, survey and review title on the Property; Tenant further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, (collectively, the "Permitted Use").



## **Personnel: Definition**

### *Sifter searches for*

A definition of the defined term "Personnel".

### *Examples*

- I. Section 2.3 of the contract refers to Personnel and their responsibilities
- II. "Personnel" means...

## **Pet Policy**

### *Sifter searches for*

A provision regarding the presence of pets.

### *Examples*

- I. If any of your Members brings a pet into the Premises, you will be responsible for any injury or damage caused by this pet to other Members or guests or to the property of [Company] or any employees, Members or guests.
- II. You are responsible for the actions of and all damages caused by all persons and pets that you, your Members or your or their guests invite to enter any of the Premises.
- III. Any additional fees related to housing (i.e. utilities, garage, pet, cleaning) will be Physicians responsibility.

## Point of Contact, References To

### *Sifter searches for*

References to an individual designated as someone to contact.

### *Examples*

- I. Company shall designate a point of contact to coordinate and be accountable for the continued security of all Customer Confidential Information and related systems in Company's possession or to which Company has access.
- II. Any request by the Recipient or any of its Representatives to review any of the Provider's Confidential Information must be directed to the individual(s) identified opposite the name of the Provider on Exhibit A (as applicable, the "Provider Contact Person").
- III. Landlord shall supply Tenant with the name, telephone, and pager numbers of the contact individual(s) responsible for providing access during emergencies.

## Preferred Supplier, References To

### *Sifter searches for*

References to a preferred supplier.

### *Examples*

- I. Supplier shall be the preferred supplier of [Company] covered in this Agreement in EMEA and Asia Pacific and one of two preferred suppliers in Canada.
- II. Preferred Supplier shall mean those suppliers designated by [Company] as a preferred supplier in the laboratory supplies and general equipment categories.
- III. Because this insurance is already included in our negotiated rate, travelers should decline the Loss Damage Waiver/Collision Damage Waiver coverage when renting cars from our preferred supplier in the USA.

## **Premises: Definition**

### *Sifter searches for*

The definition of the defined term "Premises".

### *Example*

- I. Landlord hereby leases to Tenant, for the Term of this Lease and subject to the terms and conditions contained in the Lease, that certain space identified as the “Premises” in the Basic Lease Terms within the Building.

## **Processing: Definition**

### *Sifter searches for*

The definition of the defined term "Processing".

### *Examples*

- I. Section 19.1 of the contract refers to Processing and its definition.
- II. "Processing" means...

## **Processor: Definition**

### *Sifter searches for*

The definition of the defined term "Processor".

### *Examples*

- I. Section 19.1 of the contract refers to Processor and its responsibilities.
- II. "Processor" means...

## Procuring Substitute Goods or Services

### *Sifter searches for*

References to the procurement of substitute goods or services.

### *Examples*

- I. If Agency accepts reduced deliveries or cancels the same, Agency may procure substitute Materials from other sources, in which event this Purchase Order shall be deemed modified to eliminate your obligation to sell and Agency's obligation to purchase such substituted Materials.
- II. [Company] shall not be liable or responsible in any way for any loss or damage of any kind, including, but not limited to, lost profits, loss of use, data, business interruption, costs of procuring substitute software or other indirect or consequential damages, relating to Hospital's use of or reliance upon any Third Party Content.
- III. Following receipt of such notice, Supplier will either (at Supplier's sole election) (i) procure for University the right to continue to use the affected portion of the Services, or (ii) replace or otherwise modify the affected portion of the Services to make them non-infringing, or obtain a reasonable substitute product for the affected portion of the Services, provided that any replacement, modification or substitution under this paragraph does not effect a material change in the Services' functionality.



## Product: Definition

### *Sifter searches for*

A definition of a defined term including the word "Product".

### *Examples*

- IV. "Product" means the product listed on Schedule A;
- V. For purposes of Section 4.1, Product shall mean any [Product Name], with a minimum of two years of shelf life at the time of manufacturing.
- VI. The "Product" means the product (s) listed in the Product List set forth in Appendix II of this Agreement, as amended by [Company] from time to time with justifiable and legitimate reasons.
- VII. "Company Product" means any product or service of Company that Contractor had access to Confidential Information related to the product or service, or a product or service that Contractor worked on.

## **Professional Standards: Definition**

### *Sifter searches for*

A definition of the defined term "Professional Standards".

### *Examples*

- I. Section 19.1 of the contract refers to Professional Standards.
- II. "Professional Standards" means...

## Proposal Date, References To

### *Sifter searches for*

References to a proposal date or proposal dates.

### *Examples*

- I. This Agreement including the rate and accessorial charges endorsed hereon or attached hereto as Exhibit A, shall be binding upon Depositor and Company only if (i) a counterpart of this Agreement signed by Company shall be signed by Depositor and delivered to Company within 30 days from the proposal date, or (ii) if no such counterpart has been so signed and delivered, Depositor shall tender the goods described herein for storage or other services by Company within thirty (30) days from such proposal date and the goods shall be accepted by Company, and in which case such delivery shall constitute that Depositor has accepted all terms of this Agreement as if Depositor had countersigned.
- II. Technical Proposal means the Contractor's Technical Proposal dated [proposal date], as modified and supplemented by the Contractor's responses to requests clarifications and requests for cure.

**Protocol: Definition**

*Sifter searches for*

A definition of the defined term "Protocol".

*Examples*

- I. Protocol when used in this Agreement, shall have the following meaning:
  
- II. "Protocol" has the meaning set forth in Section [x].

## **Provider Manual Changes, References To**

### ***Sifter searches for***

References to changes to a provider's manual or policies.

### ***Examples***

- I. In the event of a material change to the Provider Manual, Company will provide Provider with at least sixty (60) days' advance written notice of such change.
- II. Company may amend the policies and procedures and will provide notice at least thirty (30) days prior to their effective date, unless a shorter period is required in order to comply with Medicare law or guidance.
- III. Provider Manual updates will become effective thirty (30) days from the date of notification, unless otherwise specified in writing by Company.

## **Provider Scientist: Definition**

### *Sifter searches for*

A definition of the defined term "Provider Scientist".

### *Examples*

- I. Provider Scientist shall mean ...
  
- II. "Provider Scientist" has the meaning set forth in Section [x].

**Provider: Definition**

*Sifter searches for*

A definition of the defined term "Provider".

**Examples**

- I. "Provider" means ...
  
- II. The name and address of the Organization providing the Original Material ("Provider") is specified on page [x] of this Agreement.

## Provisions Survive Termination

### *Sifter searches for*

References to provisions surviving termination.

**Related Sifter Alert** - This Sifter searches for references to specified provisions surviving termination. If you're interested in "representations and warranties" surviving termination—that's a way of stating the deadline for bringing claims—use **Deadline for Starting a Proceeding**.

### *Examples*

- I. All of the Borrowers obligations under this Article III shall survive termination of the Aggregate Commitments and repayment of all other Obligations hereunder.
- II. In the event of any termination or expiration of this Agreement or any Statement of Work or order for any reason, the provisions of this Agreement shall, to the extent stated or necessarily implied, survive, including the provisions of the following sections: Definitions, 1 (Framework), 2 (Services), 3 (Licenses), 5 (Payment, Taxes and Insurance), 6 (Warranties and Disclaimers), 7 (Term and Termination), 8 (Confidentiality), 10 (Limitation on Liability), 11 (Indemnification), 12 (Use of [Company]'s and Affiliates Names and Trademarks), 14 (Notices), 17 (Governing Law), 18 (Dispute Resolution), 19 (General), 20 (Data Privacy), 26 (Incorporation of the Attachments), and 27 (Survival).
- III. Remedies for breach, rights to accrued payments and Sections 2.2, 2.3, 3.2, 4, 6, 7.3 and 8 shall survive any termination or expiration of this Agreement.
- IV. The rights and obligations of the Parties under Articles 3, 7 and 8 shall survive the termination of this Agreement.



## Public Announcements: Permitted or Prohibited

### *Sifter searches for*

Provisions restricting a party from making, or allowing a party to make, public announcements.

**Related Sifter Alert** - This Sifter (formerly known as Publicity and Marketing) searches for provisions restricting a party from making, or allowing a party to make, public announcements and press releases. If instead you're interested in a party's use of the other's trade identity, including trademarks, trade names, and logos, use **Using Trade Identity**.

### *Examples*

- I. No party shall cause the publication of any press release or other announcement with respect to this Agreement or the transactions contemplated hereby without the consent of the other parties, unless a press release or announcement is required by law.
- II. The Company agrees that it will not issue press releases or engage in any other publicity, without Client's prior written consent, commencing on the date hereof and continuing until the final closing of the Placement.
- III. During the Employment Period and thereafter, Executive shall not directly or indirectly through another entity make any public statement that is intended to or could reasonably be expected to disparage Parent, Employer or their respective affiliates or any of their respective businesses, products, services, equityholders, directors, managers, officers or employees.

## Public Company, References To

### *Sifter searches for*

References to a public company.

### *Examples*

- I. You may buy or sell securities of clients that are not public companies without any limitation other than the prohibition on the misuse of inside information and the need for agency lawyers to comply with firm policies regarding investments in non-public companies mentioned below.
- II. Notwithstanding the foregoing, Executive shall be permitted to own up to a five percent (5%) equity interest in a publicly traded Competing Entity.
- III. IPO means the initial public offering of common stock in the Parent Guarantor and its registration as a public company with the Securities and Exchange Commission.

## Public Domain

### *Sifter searches for*

An exception to the definition of confidential information for information that is in the public domain.

### *Examples*

- I. Notwithstanding the other provisions of this Section, neither party shall be prevented from disclosing such Confidential Information which: (a) at the time of disclosure, was in the public domain
- II. The obligations of the Receiving Party under Section 2 above shall not apply to the extent that the Receiving Party can demonstrate that certain Confidential Information: (a) was in the public domain prior to the time of its disclosure under this Agreement.

## Public Health Service Act, References To

### *Sifter searches for*

References to the Public Health Service Act.

### *Examples*

- I. All drug products being manufactured, distributed or developed by Company or its subsidiaries (Company Products) that are subject to the jurisdiction of the Food and Drug Administration are being manufactured, labeled, stored, tested, researched, developed and distributed in compliance in all material respects with all applicable requirements under the Food, Drug, and Cosmetic Act, the Public Health Service Act, their applicable implementing regulations and all applicable comparable foreign, state and local laws and regulations, including those of the European Medicines Agency.
- II. Business Associate shall secure all Protected Health Information that is maintained by Business Associate by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is consistent with guidance issued by the Secretary, as modified by the Secretary from time to time, specifying the technologies and methodologies that render Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals, including the use of standards developed under Section 3002(b)(2)(B)(vi) of the Public Health Service Act, as added by Section 13101 of HITECH.
- III. The confidentiality statute, Section 944(c) of the Public Health Service Act (42 U.S.C. 299c-3(c)), requires that data collected be used only for the purposes for which the data were supplied.

## **Purchase Order, References To**

### ***Sifter searches for***

References to purchase orders or requests, procurement orders and variants.

### ***Examples***

- I. Products shall be ordered by Customer pursuant to a Customer purchase order.
- II. Customer shall designate the purchase order number and the shipping dates and destinations, and Provider shall make the Products available for shipment as instructed by Customer.
- III. No purchase request shall be processed except upon receipt by Provider via EDI or pre-approved CSV template.

**Purpose: Definition**

*Sifter searches for*

The definition of the defined term "Purpose".

**Examples**

- I. "Purpose" means evaluating, negotiating and effectuating a possible transaction involving [Party A] and [Party B] or one or more stockholders of [Party B] (the "Transaction").
  
- II. Subject to the provisions of this letter agreement, unless otherwise agreed to in writing by Company, the Group agrees ... (b) to use, and to cause its Representatives who receive Confirmation Information to use, the Confidential Information solely in connection with the Group's investment in Company (the "Permitted Purpose"), ...

## Real Estate Investment Trust: Definition

### *Sifter searches for*

The definition of the defined term "Real Estate Investment Trust" and variants.

### *Example*

- I. Tenant acknowledges that Landlord intends to elect to be taxed as a real estate investment trust ("REIT") under the Internal Revenue Code of 1986, as amended.

## **Rebates: Requirement to Notify**

### *Sifter searches for*

Rebate-related provisions that impose an obligation to give notice, prohibit a party from giving notice, or make it a condition that a party give notice or have failed to give notice.

### *Examples*

- I. Your purchase invoice will inform you of your contract price, inclusive of any discounts and rebates as applicable.
- II. Company shall promptly notify Client in writing (each such notice, a Chargeback Notice) in the event that (i) the Chargeback rates for a calendar month under a MID exceed a Network's (or Non-Card Network's, as the case may be) threshold for the ratio of Chargebacks to Processed Transactions or (ii) Company believes, based on its forecasting of anticipated Chargebacks in connection with Processed Transactions, that the Chargeback rates for future calendar months under the MIDs are likely to exceed a Network's (or Non-Card Network's, as the case may be) threshold for the ratio of Chargebacks to Processed Transactions.
- III. Accompanying each Rebate payment, Supplier must provide Group with a Rebate data report, which must be submitted electronically via email to:



**Recipient: Definition**

*Sifter searches for*

The definition of the defined term "Recipient" and its variants.

*Examples*

- I. "Recipient" means...
- II. Section 19.1 of the contract refers to Receiving Parties and their responsibilities.

## **Recipient Scientist: Definition**

### *Sifter searches for*

The definition of the defined term "Recipient Scientist".

### *Examples*

- I. Recipient Scientist shall mean ...
  
- II. "Recipient Scientist" has the meaning set forth in Section [x].

## Records: Keeping

### *Sifter searches for*

A provision that requires one or more parties to keep records, whether financial or otherwise, or specifies standards for maintaining records.

### *Examples*

- I. Contractor shall create and maintain written records of the data derived or generated from the services performed in a timely, accurate, complete, and legible manner (the data derived or generated from the services and the written records thereof being referred to as “Project Data”).
- II. Distributor shall maintain and keep current the accounts, books, records and other documents relating to the Services as may be required by Applicable Law.
- III. The Company shall prepare and maintain records and books of account covering such matters relative to the Company’s business as are usually entered into records and books of account maintained by limited liability companies engaged in businesses of like character.

## Reimbursing Expenses, References To

### *Sifter searches for*

References to reimbursing expenses.

### *Examples*

- I. [PARTY A] will reimburse [PARTY B] for all reasonable and necessary expenses [PARTY B] incurs in connection with this agreement.
- II. The Fund shall reimburse the Manager any Fund expense payments paid by it pursuant to this Agreement, if in any year in which the Investment Management Agreement is still in effect, the estimated Operating Expenses of Class S for the fiscal year are less than the Annual Limit for that year, subject to quarterly approval by the Trust's Board of Trustees.
- III. The Manager shall reimburse the Sub-Advisor [x]% of any Fund expense payments recouped by the Manager pursuant to the Expense Limitation Agreement.

## **Related Party: Definition**

### *Sifter searches for*

The definition of the defined terms "Related Party" and "Related Parties".

### *Examples*

- I. Related Parties means parties who are related to a listed company in connection with transactions undertaken with the listed company.
- II. “Related Party” means a person who is or was, in the 12 months before the transaction or arrangement, a director or shadow director of the listed company or any other company which is (and, if he has ceased to be such, was while he was a director or shadow director of such other company) its subsidiary undertaking (which is not an insignificant subsidiary), parent undertaking or a fellow subsidiary of its parent undertaking.
- III. Related Party means a person exercising significant influence (that is, a person or entity which exercises significant influence over the listed company).

**Remedies: Exclusive**

*Sifter searches for*

Provisions that refer to something as an exclusive remedy.

**Examples**

- I. Except for the assertion of any claim based on fraud or willful misconduct, the remedies provided in this Article VIII shall be the sole and exclusive legal remedies of the Parties, from and after the Closing, with respect to this Agreement and the transactions contemplated hereby.
- II. Notwithstanding anything herein to the contrary, the sole and exclusive remedy for any breach or inaccuracy, or alleged breach or inaccuracy, of any representation or warranty in this Agreement, or any breach or nonfulfillment, or alleged breach or nonfulfillment, of any covenant or agreement in this Agreement, which is discovered after the Initial Closing shall be the indemnification set forth in this Article VIII or as set forth in Section 10.1 if discovered prior to Initial Closing.
- III. From and after the Closing, the remedies provided in this Article VIII shall be the sole recourse of all parties hereto for all Losses based upon, arising from or relating to any breach of any representation, warranty or covenant contained in this Agreement or in any certificate delivered pursuant to Article VI.

## Remedies: Not Exclusive

### *Sifter searches for*

Provisions saying that a specific remedy is not exclusive or that remedies generally are not exclusive.

### ***Pattern 1: Not Exclusive***

#### ***Example***

- I. Such remedies will not be the exclusive remedies for a breach of this Agreement , but will be in addition to all other remedies available at law or in equity.

### ***Pattern 2: Not Exclude***

#### ***Example***

- I. Except as otherwise specifically provided herein, the exercise of any remedy provided by law or otherwise, and the provisions of this Agreement for any remedy, shall not exclude any other remedy.

### ***Pattern 3: Cumulative***

#### ***Example***

- I. The various rights and remedies of Company under this Agreement or otherwise shall be construed to be cumulative, and no one of them shall be exclusive of any other or of any right or remedy allowed by law.

### ***Pattern 4: Discretion***

#### ***Example***

- I. The non-breaching Party may pursue any other remedy available to it at law or in equity, including monetary damages as contemplated by Section 9.02.

## Remedies: Whether or Not Exclusive

### *Sifter searches for*

References to exclusive or nonexclusive remedies.

### ***Pattern 1: Exclusive***

#### ***Example***

- I. Except for the assertion of any claim based on fraud or willful misconduct, the remedies provided in this Article VIII shall be the sole and exclusive legal remedies of the Parties, from and after the Closing, with respect to this Agreement and the transactions contemplated hereby.

### ***Pattern 2: Not Exclusive***

#### ***Example***

- I. Except as otherwise specifically provided herein, the exercise of any remedy provided by law or otherwise, and the provisions of this Agreement for any remedy, shall not exclude any other remedy.



## Rent Commencement Date: Definition

### Sifter searches for

The definition of the defined term "Rent Commencement Date".

### *Examples*

- I. Rent Commencement Date means [Insert date or description] or any later date calculated in accordance with paragraph [X] of Part [X] of the Schedule;
- II. Rent Commencement Date means, regarding each Property, the Completion Date.

## **Representative: Definition**

### *Sifter searches for*

A definition of "Representative" and its variants.

### *Examples*

- I. The term “Representative” shall mean, with respect to any person, such person’s directors, officers, employees, agents, advisers, contractors and other representatives.
- II. Notwithstanding the foregoing, [Company] may disclose information relating to the Relationship to its auditors, regulators, and Contractors (“Permitted Recipients”).

**Representative: Definition Includes “Accountants”**

*Sifter searches for*

The word "accountant" in the definition of "Representative".

**Example**

- I. The term “Representative” shall mean, with respect to any person, such person’s directors, officers, employees, agents, advisors, affiliates, contractors, accountants and other representatives.

**Representative: Definition Includes “Advisors”**

*Sifter searches for*

The word "advisor" in the definition of the defined term "Representative".

**Example**

- I. The term “Representative” shall mean, with respect to any person, such person’s directors, officers, employees, agents, advisors, affiliates, contractors and other representatives.

**Representative: Definition Includes “Affiliates”**

*Sifter searches for*

The word "affiliate" in the definition of the defined term "Representative".

*Example*

- I. The term “Representative” shall mean, with respect to any person, such person’s directors, officers, employees, agents, advisors, affiliates, contractors and other representatives.

**Representative: Definition Includes “Agents”**

*Sifter searches for*

The word "agent" in the definition of the defined term "Representative".

**Example**

- I. The term “Representative” shall mean, with respect to any person, such person’s directors, officers, employees, agents, advisors, affiliates, contractors and other representatives.

**Representative: Definition Includes “Auditors”**

*Sifter searches for*

The word "auditor" in the definition of the defined term "Representative".

**Example**

- I. The term “Representative” shall mean, with respect to any person, such person’s directors, auditors, officers, employees, agents, advisors, affiliates, contractors and other representatives.

**Representative: Definition Includes “Consultants”**

*Sifter searches for*

The word "consultant" in the definition of the defined term "Representative".

**Example**

- I. The term “Representative” shall mean, with respect to any person, such person’s directors, officers, employees, consultants, agents, advisors, affiliates, contractors and other representatives.



**Representative: Definition Includes “Contractors”**

*Sifter searches for*

The word "contractor" in the definition of the defined term "Representative".

*Example*

- I. The term “Representative” shall mean, with respect to any person, such person’s directors, officers, employees, agents, advisors, affiliates, contractors and other representatives.

**Representative: Definition Includes “Directors”**

*Sifter searches for*

The word "director" in the definition of the defined term "Representative".

**Example**

- I. The term “Representative” shall mean, with respect to any person, such person’s directors, officers, employees, agents, advisors, affiliates, contractors and other representatives.

**Representative: Definition Includes “Employees”**

*Sifter searches for*

The word "employee" in the definition of the defined term "Representative".

**Example**

- I. The term “Representative” shall mean, with respect to any person, such person’s directors, officers, employees, agents, advisers, affiliates, contractors and other representatives.

**Representative: Definition Includes “Financing Sources”**

*Sifter searches for*

The phrase "financing sources" in the definition of "Representatives".

**Example**

- I. The term “Representative” shall mean, with respect to any person, such person’s directors, officers, employees, agents, financing sources, affiliates, contractors and other representatives.

**Representative: Definition Includes “Lawyers”**

*Sifter searches for*

The word "lawyer" or "attorney" in the definition of "Representatives".

**Example**

- I. The term “Representative” shall mean, with respect to any person, such person’s directors, officers, employees, agents, lawyer, affiliates, contractors and other representatives.

**Representative: Definition Includes “Lenders”**

*Sifter searches for*

The phrase "lenders" in the definition of "Representatives".

**Example**

- I. The term “Representative” shall mean, with respect to any person, such person’s directors, officers, employees, agents, lawyer, lenders, contractors and other representatives.

**Representative: Definition Includes “Officers”**

**Sifter searches for**

The word "officer" in the definition of the defined term "Representative".

***Example***

- I. The term “Representative” shall mean, with respect to any person, such person’s directors, officers, employees, officers, financing sources, affiliates, contractors and other representatives.

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## LEGALSIFTER REVIEW and LEGALSIFTER ORGANIZE

### Requirement to Notify

#### *Sifter searches for*

Provisions that impose an obligation to give notice, prohibit a party from giving notice, or make it a condition that a party give notice or have failed to give notice.

#### ***Pattern 1: Obligation***

##### ***Examples***

- I. Should the Fund's Chief Compliance Officer learn, through regular review of personal trading documents, or from any other source, that a violation of this Statement is suspected, the Fund's Chief Compliance Officer shall alert the Chief Executive Officer of the Fund.
- II. If the Supplier becomes aware that it is or may be unable to meet or is unlikely to be able to perform any Implementation Deliverables in accordance with the Implementation Plan or any timetable set out in Schedule 4 it will promptly notify [COMPANY] in writing of the same, the reason for the delay and provide an estimate of when that Implementation Deliverable will be completed.

#### ***Pattern 2: Fragment/List***

##### ***Example***

- I. If there is a Service Failure, the Supplier shall: (a) notify the Customer immediately of the Service Failure...

#### ***Pattern 3: Condition***

##### ***Example***

- I. Landlord's acceptance of the payment of rental or other payments after the occurrence of an Event of Default shall not be construed as a waiver of such Default, unless Landlord so notifies Tenant in writing.



## Requirement to Sign

### *Sifter searches for*

An obligation, or absence of an obligation, to sign an ancillary document such as a certificate, form, consent, approval, letter, assignment or guarantee.

### *Examples*

- I. Manager shall execute and deliver to Owner any document requested by Owner evidencing or otherwise concerning Managers agreement to comply with the terms of this Section or any other agreement binding on Owner with respect to Confidential Information.
- II. Customer shall not be required to complete, sign or submit any acceptance certificate, sign-off, information request form or other document (regardless of any other terms or conditions) unless it is in agreement with Vendor with the terms, timing and agreed purpose of such document.
- III. The Consultant shall not be required to sign any documents, no matter by whom requested, requiring a certification, guarantee or warranty of conditions not fully known to be true or accurate by the Consultant.

## Reservation of Rights

### *Sifter searches for*

A provision in which a party's rights are reserved or not waived.

### *Examples*

- I. Nothing in this Agreement is intended or shall be deemed or construed to in any way waive, alter or impair the obligations or any of the rights or remedies of the Agent or the Lenders under the Transaction Documents or Applicable Law.
- II. All rights in and to the [Company] Intellectual Property not expressly granted under this Agreement are reserved to and retained by [Company].
- III. We reserve our right to request compensation for any future impacts and costs which might arise or be caused by this change.

## Residuals

### *Sifter searches for*

A provision addressing whether representatives of a party may use residual information.

### *Examples*

- I. Notwithstanding anything to the contrary herein, the receiving party may use Residuals for any purpose, including without limitation, use in development, manufacture, promotion, sale and maintenance of its products and services.
- II. This Agreement does not prevent, impose liability on, or require royalties or other compensation from, Recipient in using any generic ideas, concepts, or know-how retained in the unaided memory of Receiving Party in connection with acquiring, modifying, developing, licensing, or providing to other parties, products or services which may be competitive with the products or services of Discloser or its Representatives.

## Retention Period for Records

### *Sifter searches for*

A provision that requires a party to retain records, usually for a specified period.

### *Examples*

- I. The Agent and [Company] shall each maintain true and complete records in connection with this Agreement and shall retain all such records for at least forty-eight (48) months following the termination or expiration of this Agreement.
- II. [Company] agrees to retain all books and records prepared in connection with the services provided under this Agreement and all correspondence, financial documents, memoranda, recommendations, data and other documents for a period of seven (7) years from the date of preparation.
- III. The Distributor will retain the documents and records concerning the marketing of the Product for the duration of the shelf life of the Product plus one year from the date of preparation (for the procedures, from the date when stopped using that procedure).

## Reverse Engineering

### *Sifter searches for*

A provision that prohibits or permits reverse engineering.

### *Examples*

- I. Licensee will not reverse engineer, decompile, decode, decrypt, disassemble, or in any way derive source code from, the Licensed Software, except to the extent enforcement of the foregoing is prohibited by applicable law.
- II. Licensee will not reverse engineer, decompile, disassemble or otherwise attempt to derive the source code, techniques, processes, algorithms, know-how or other information from the binary code portions of the [Company] Technology (collectively, "Reverse Engineering") or permit or induce the foregoing.
- III. Notwithstanding the foregoing, Publisher shall not, directly or indirectly, reverse engineer or aid or assist in the reverse engineering of all or any part of [Product] or [Product] except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

## Right of First Offer

### *Sifter searches for*

A provision granting a party a right of first offer.

### *Examples*

- I. If at any time while this Note is outstanding, the Borrower has a bona fide offer of capital or financing from any 3rd party, the Borrower must first offer such opportunity to the Holder to provide such capital or financing to the Borrower on the same terms as each respective 3rd party's terms.
  
- II. The Grantee shall not sell or transfer the Shares without first providing to the Company a notice of intent to sale (the Notice) at least five (5) days prior to the intended sale date.

## Right of First Refusal

### *Sifter searches for*

A provision granting a party a right of first refusal.

### *Examples*

- I. In the event that the Optionee proposes to sell, pledge or otherwise transfer to a third party any Shares acquired under this Agreement, or any interest in such Shares, the Company shall have the Right of First Refusal with respect to all (and not less than all) of such Shares.
  
- II. Before any Shares held by Purchaser or any transferee of Purchaser (either being sometimes referred to herein as the Holder) may be sold or otherwise transferred (including transfer by gift or operation of law), the Company or its assignee(s) shall have a right of first refusal to purchase the Shares on the terms and conditions set forth in this Section 3(a) (the Right of First Refusal).

## Safe Harbor

### *Sifter searches for*

The phrase "Safe Harbor."

### *Examples*

- I. ... [Company] Shares are being offered and sold to it in reliance on the safe harbor from the registration requirements of the Securities Act.
- II. Each Member Facility will comply with all requirements... of the discount safe harbor set forth in 42 C.F.R. § 1001.952(h)(1).



## **Safety: Responsibility for Safety Program**

### **Sifter searches for**

A provision saying who is responsible for a safety program.

### ***Examples***

- I. During performance of the Work, Contractor shall initiate and maintain safety precautions and programs in accordance with Exhibit 2.1, the “Contractor’s Safety Program,” and to conform with Applicable Laws, including Environmental Laws, or other requirements designed to prevent injury to persons or damage to property on the Project Site including the Transmission Provider Safety and Interconnection Requirements .
- II. [Company] shall be solely responsible for implementing and maintaining health and safety procedures for the Client Materials , taking into account the information provided to [Company].
- III. [Company], in consultation with COMPANY, will develop safety and handling procedures for Product; provided, however, that COMPANY will have no responsibility for [Company]’s health and safety program.

## **Salvage: Definition**

### **Sifter searches for**

The definition of the defined term "Salvage".

### ***Examples***

- I. Salvage means cargo which has been damaged, alleged to be damaged, refused or undeliverable that has been sold, disposed of or turned over to a competent salvage agent for selling after proper On-Hand notice has been given.

## **Sarbanes-Oxley, Compliance With**

### **Sifter searches for**

References to compliance with, or violation of, the Sarbanes-Oxley Act of 2002.

### ***Examples***

- I. Except as disclosed in the Registration Statement, the Base Prospectus, any Prospectus Supplement or the Prospectus, the Company is in material compliance with all provisions of the Sarbanes-Oxley Act of 2002 which are applicable to it as of the Effective Date.
- II. The Company and the Guarantor and their respective directors and officers, in their capacities as such, are in compliance in all material respects with the applicable provisions of the Sarbanes-Oxley Act of 2002 and the rules and regulations promulgated in connection therewith (the “Sarbanes-Oxley Act”), including Section 402 related to loans and Sections 302 and 906 related to certifications.
- III. To the Company’s Knowledge, no employee of the Company or any of its Subsidiaries has provided or is providing information to any law enforcement agency regarding the commission or possible commission of any crime or the violation or possible violation of any applicable Legal Requirements of the type described in Section 806 of the Sarbanes-Oxley Act by the Company or any of its Subsidiaries.

## **Service Credit: Definition**

### **Sifter searches for**

The definition of the defined term "Service Credit".

### ***Examples***

- I. Service Credit means an amount equal to the pro-rata monthly recurring connectivity charges (i.e., all monthly recurring bandwidth-related charges) for one (1) day of Service.
- II. Service Credit means a credit calculated as described in Section 2 and Section 5(a) of this Service Level Agreement.

## Introducing the Service Level Agreement Sifters

**Service Level: Availability** searches for a provision promising minimum uptime performance. It is also the "parent" Sifter of the following two "child" Sifters, which look for subtopics:

- **Service Level: Availability, Efforts Obligation** searches for service availability obligations that are qualified by an "efforts" or "endeavors" provision.
- **Service Level: Availability, Guaranteed Percentage** searches for a statement of how long during a given period (expressed as a percentage) a service must be provided in a given context.

If you have one or both of the child Sifters switched on and the contract you're sifting contains a relevant provision, **Service Level: Availability** would also flag that provision. To avoid that kind of double-flagging, you could switch off **Service Level: Availability**.

**Service Level: Changes To** searches for references to changing or not changing service levels.

**Service Level: Claims, Required Elements** searches for references to information or documents that must be submitted with a claim that service levels haven't been met.

**Service Level: Definition** searches for the definition of the defined term "Service Level" and variants.

**Service Level: Excluded Events** searches for when the provider is not liable for missing service levels or not performing the services.

**Service Level: Meeting Service Level** searches for references to meeting or not meeting services levels or measuring compliance with service levels.

**Service Level: Obligation to Report** searches for provisions requiring a service provider to report to a buyer whether it has met or missed service levels or other performance criteria.

**Service Level: Remediating Nonperformance** searches for provisions that specify remedies if a service provider fails to meet specified service levels.

**Service Level: Restore Time** searches for references to how soon a provider would restore services.

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## LEGALSIFTER REVIEW and LEGALSIFTER ORGANIZE

**Service Level: Service Credits, Calculating** searches for provisions that say how service credits are calculated.

**Service Level: Service Credits, Cap** searches for provisions that impose a maximum amount on the service credits applied.

**Service Level: Service Credits, Eligibility** searches for provisions relating to if, or when, a service credit can be applied.

**Service Level: Service Credits, Exclusive Remedies** searches for provisions stating that service credits claimed by a buyer are the buyer's exclusive remedy for service levels the provider has failed to meet.

**Service Level: Service Hours** searches for provisions stating when services will be provided.

**Service Level: Service Support Hours** searches for when support services are provided.

**Service Level: Termination for Nonperformance** searches for provisions relating to a customer terminating (1) the affected service or (2) the service level agreement (or contract of which the service level agreement is part) for a service provider's failure to perform.

**Service Level: What Service Reports Must Include** searches for what information must be included in periodic reports relating to how the service provider has performed.

## Service Level: Availability

### *Sifter searches for*

A provision promising minimum uptime performance.

**Related Sifter Alert** - It's also the "parent" Sifter of the following two "child" Sifters, which look for subtopics:

**Service Level: Availability, Efforts Obligation** searches for service availability obligations that are qualified by an "efforts" or "endeavors" provision.

**Service Level: Availability, Guaranteed Percentage** searches for a statement of how long during a given period (expressed as a percentage) a service must be provided in a given context.

If you have one or both of the child Sifters switched on and the contract you're sifting contains a relevant provision, Service Level: Availability would also flag that provision. To avoid that kind of double-flagging, you could switch off Service Level: Availability.

### **Pattern 1: Uptime Guarantee**

This pattern looks for language that provides the minimum standard of uptime to be maintained by the provider.

### **Examples**

- I. The [Company] Services shall have uptime of 99.5% per month, where uptime is defined as the portion of time when the system is accessible and available to [Product Name] Users.
- II. [Company] agrees to make the Content and Materials available twenty four (24) hours per day, seven (7) days per week, with a minimum average monthly uptime of ninety-eight percent (98%).

***Pattern 2: Uptime Later Defined***

This pattern looks for language that indicates the obligation to provide a minimum uptime but such uptime is later defined.

***Examples***

- I. Supplier guarantees that the Equipment will function at the minimum Uptime Performance (as described below), as long as the Equipment is under warranty or is maintained by a service agreement between Supplier and the Customer.
- II. Subject to the terms of Section 6.4, and any other exceptions agreed in advance in writing by [Company], each Core Application shall be available for [Company]'s use not less than the percentage of the time (the Uptime Percentage) in any given calendar month as set forth below.



## **Service Level: Availability, Efforts Obligation**

### *Sifter searches for*

Service availability obligations that are qualified by an "efforts" or "endeavors" provision.

### *Examples*

- I. Company will use commercially reasonable efforts to make cloud storage available with the applicable Monthly Uptime Percentage (as defined below) during any monthly billing cycle (the "Service Commitment").
- II. 4.2 Provider will use commercially reasonable endeavours to ensure that the Service is available to the Customer 99.5% of the time during Normal Office Hours in any one calendar month.
- III. Bank will, at its own cost: (a) use Reasonable Endeavours to ensure that the Bank Systems are available and operational without interruption; and (b) maintain adequate staff, equipment and other resources, and carry out all necessary servicing, maintenance and repairs to the Bank Systems and Bank Premises, in each case, to the extent necessary to enable the Supplier to provide the Services in accordance with this Agreement.

***Related Sifter Alert*** - If you're interested in all provisions promising minimum uptime performance, use this Sifter's "parent" Sifter, **Service Level: Availability**.

**Service Level: Availability, Guaranteed Percentage**

***Sifter searches for***

A statement of how long during a given period (expressed as a percentage) a service must be provided in a given context.

***Examples***

- I. For any calendar quarter during the Warranty Period and the term of any service agreement, Supplier guarantees that the Equipment will maintain a level of uptime equal to or better than 98%.
- II. Publisher shall have uptime of 99.5% per month, where uptime is defined as the portion of time when the system is accessible and available to Live Users.
- III. Owner agrees to make the Content and Materials available twenty four (24) hours per day, seven (7) days per week, with a minimum average monthly uptime of ninety-eight percent (98%).

***Related Sifter Alert*** - If you're interested in all provisions promising minimum uptime performance, use this Sifter's "parent" Sifter, **Service Level: Availability**.

## **Service Level: Claims, Required Elements**

### ***Sifter searches for***

References to information or documents that must be submitted with a claim that service levels haven't been met.

### ***Pattern 1: Support***

#### ***Examples***

- I. Further, the credit request must include: (a) the dates, times and duration of each incident of purported non-Availability; (b) a detailed description of the events resulting in non-Availability and any documentation that corroborate Customer's claimed outage; (c) the number and location(s) of affected users; and (d) descriptions of Customer attempts to resolve the events resulting in non-Availability at the time of occurrence.
- II. To submit a claim for Credits, Client must open a support ticket in Incapsula's technical support ticketing system no more than seven (7) calendar days (168 hours) after the time in which the Outage occurred and provide detailed descriptions of the Outage, the duration of the Outage, network traceroutes, the site(s) affected and any attempts made by Client to resolve the Outage.

### ***Pattern 2: Include***

#### ***Examples***

- I. The claim for Service Credit must include the following information:
- II. You must include all information necessary for [Company] to validate Your claim, including: (i) a detailed description of the events resulting in Downtime, including Your request logs that document the errors and corroborate Your claimed outage (with any confidential or sensitive information in the logs removed or replaced with asterisks); (ii) information regarding the time and duration of the Downtime; (iii) the number and location(s) of affected users (if applicable); and (iv) descriptions of Your attempts to resolve the Downtime at the time of occurrence.

## **Service Level: Changes To**

### *Sifter searches for*

References to changing or not changing service levels.

### *Examples*

- I. Either Buyer or Supplier may request to modify one or more Service Levels to reflect changes in measurement methodologies or tools, technology, or Buyer's business requirements (such as a change in volumes), by giving written notice to the other Party on or before two (2) months prior to the proposed date of effectiveness of the proposed modification.
- II. If either Party requests to modify a Service Level, the Parties will then agree whether reestablishment of the Service Level is necessary.
- III. The parties agree to discuss changes in pricing in the event that changes in Service Levels requested by Party A would impose additional costs on Party B.

**Service Level: Definition**

*Sifter searches for*

The definition of the defined term "Service Level" and variants.

**Examples**

- I. Service Levels means the particular levels of service that the Contractor has undertaken to meet, and identified as service levels in the Statement of Requirements.
- II. Service Levels means any service levels applicable to the provision of the Services under this Call Off Contract specified in Annex 1 to Part A of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring).

## **Service Level: Excluded Events**

### *Sifter searches for*

When the provider is not liable for missing service levels or not performing the services.

### *Examples*

- I. Supplier shall not be liable for any failures to provide the Services, or for any delays in the provision of the Services, resulting from any Excusing Causes.
- II. Failure to be able to log in to the solution or send data into the platform due to any of the following is excluded from the System Availability downtime calculation under this SLA:
- III. This SLA and any applicable Service Levels do not apply to any performance or availability issues:

## **Service Level: Meeting Service Level**

### ***Sifter searches for***

References to meeting or not meeting services levels or measuring compliance with service levels.

### ***Pattern 1: Comply***

#### ***Example***

- I. Contractor warrants that it shall maintain the Systems, in whole and in part, to meet the Service Level Agreements.

### ***Pattern 2: Provide***

#### ***Example***

- II. Supplier shall provide all Services in accordance with the Service Levels.

### ***Pattern 3: Assess***

#### ***Example***

- III. The reports will be provided in a format as agreed by the Parties, which shall in any case, provide sufficient information for Acme to assess, without undue effort, at a minimum: (i) whether Supplier's performance of the Services met or exceeded the Service Levels for each of the Measured Services; and (ii) the occurrence of Triggered Failure Points.

## **Service Level: Obligation to Report**

### ***Sifter searches for***

Provisions requiring a service provider to report to a buyer whether it has met or missed service levels or other performance criteria.

### ***Examples***

- I. Provider will deliver a monthly service level report that identifies daily performance and monthly average.
- II. SLAs shall be measured, calculated and reported by the 10th of each month during the SOW Term.
- III. Each month, no later than 5 business days after month's end, Contractor shall provide the Client a written Service Level Report describing all instances where a service level is not met.

***Related Sifter Alert*** - If instead you're interested in what such service level reports must include, use **[Service Level: What Service Reports Must Include](#)**.



## Service Level: Remediating Nonperformance

### *Sifter searches for*

Provisions that specify remedies if a service provider fails to meet specified service levels.

### *Examples*

- I. Company will endeavor to meet the Service Levels and failure to do so shall be remedied in accordance with the terms of this SLA.
- II. In the instance of an agreed Service Level or Performance Criteria not being met, it is incumbent upon the relevant Party to immediately escalate the issue and/or risk and schedule an urgent meeting between the Parties to reach agreement on the corrective measure/s to be put in place.
- III. In the event that either party identifies a failure during any calendar month of the Term to provide any of the Designated Services in accordance with the applicable Service Levels (each such failure, a "Service Level Failure"), the applicable Provider Project Coordinator promptly shall arrange a meeting with the Client Project Coordinator and provide a plan, reasonably satisfactory to [Company], to address and correct such failures within the timeframe set forth in such plan.

***Related Sifters Alert*** - If instead you're interested in how quickly a vendor must respond to situations, use **Technical Support: Response Time**. If you're interested in how quickly a provider must restore services, use **Service Level: Restore Time**.

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## LEGALSIFTER REVIEW and LEGALSIFTER ORGANIZE

### Service Level: Restore Time

#### *Sifter searches for*

References to how soon a provider would restore services.

#### **Pattern 1: Restore**

##### **Examples**

- I. If a disaster is declared, [Company] will work in good faith to restore service as promptly as feasible, but the service levels set forth in this SLA will not necessarily be met during the pendency of the disaster and its after-effects.
- II. Where suspension of the Services is necessary in accordance with the provisions of Clause 12.1.2, [Company] will carry out such work as Scheduled Maintenance but in circumstances where this is not possible, [Company] shall use all reasonable endeavors to perform such work between the hours of midnight and 6am and shall restore the Services as soon as reasonably practical in the circumstances.

#### **Pattern 2: Resolve**

##### **Examples**

- I. The SLA provides that valid Priority 1 tickets will be resolved in four hours or less.
- II. Problems disrupting production: Rectification time/workaround within 1 working day where possible.
- III. Should a [Company]-provided ADSL or SDSL ("DSL") or asymmetrical Business Ethernet circuit with Voice QoS Optimization fail to support the Subscriber's service deployment by not providing sufficient capacity when there is no other traffic on the circuit, and Subscriber notifies [Company] of four (4) such failures in any calendar month within five (5) calendar days of each failure, and [Company] is unable to resolve such failure within five (5) business days, [Company] will propose a circuit and/or speed upgrade more suited to Subscriber's needs.

**Related Sifters Alert** - If instead you're interested in how quickly a vendor must respond to situations, use **Technical Support: Response Time**. If you're interested in provisions that specify remedies if a service provider fails to meet specified service levels, use **Service Level: Remediating Nonperformance**.

## **Service Level: Service Credits, Calculating**

### *Sifter searches for*

Provisions that say how service credits are calculated.

### *Examples*

- I. When the actual time of service availability over the calendar quarter is less than the Service Availability Target the following formula shall be applied to calculate the Service Credit that is Payable to the Client:
- II. For each installation commitment that Acme, through its own fault, fails to meet, Company will provide a service credit equal to 100% of the nonrecurring charge for that installation.
- III. Provider will calculate the Service Availability Credit based on the type of particular Service for which Service Availability was below the prescribed level, the fees for the particular Service and the percentage of overall individual Exchange mailboxes or other units adversely affected.

**Service Level: Service Credits, Cap**

***Sifter searches for***

Provisions that impose a maximum amount on the service credits applied.

***Examples***

- I. If a customer experiences network unavailability for more than 130 consecutive minutes (2 hours and 10 minutes) during a calendar month due to a fault of Host Company's network, the customer is eligible for a service credit, up to a maximum amount of the customer's monthly run-rate.
- II. The total Recovery Credit due to Client for any Account may not exceed 100% of the monthly fees charged to that Account during the month for which the Recovery Credit is to be issued.
- III. The total credits that Client may be issued with respect to any calendar month, including the aggregate of Service Availability Credits and Recovery Credits, will not exceed 150% of the monthly fees charged to the Account during the month for which all such credits are issued.
- IV. The total Service Availability Credit due to Client for any Account may not exceed 50% of the monthly fees charged to that Account during the month for which the Service Availability Credit is to be issued, unless the amount to be credited is less than \$[X] in which case the credit amount will be \$[X].

## **Service Level: Service Credits, Eligibility**

### ***Sifter searches for***

Provisions relating to if, or when, a service credit can be applied.

### ***Pattern 1: Entitled***

#### ***Examples***

- I. If the Services fail to meet the Service Levels set forth in this SLA, Customer will be entitled to the credits set forth in the table above, provided Customer has no overdue fees owing to Hco at such time.
- II. Upon Customer's request to the Service Provider's helpdesk made within thirty (30) business days of the closing of a Trouble Ticket in which the relevant Network Availability objective was not met, Customer shall be entitled to Outage Credits as set forth herein.
- III. Customer is eligible to receive credits if Service Provider does not meet the SLA standards set above.

### ***Pattern 2: Provide***

#### ***Examples***

- I. For each installation commitment that Vendor, through its own fault, fails to meet, Vendor will provide a service credit equal to 100% of the nonrecurring charge for that installation.
- II. Subject to Client valid submission of a Service Availability Credit request and the other conditions herein, if Service Availability under Client Account for any calendar month is below 99.999%, Service Provider will issue a credit ("Service Availability Credit") in accordance with the following schedule:

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## LEGALSIFTER REVIEW and LEGALSIFTER ORGANIZE

### **Service Level: Service Credits, Exclusive Remedies**

#### *Sifter searches for*

Provisions stating that service credits claimed by a buyer are the buyer's exclusive remedy for service levels the provider has failed to meet.

#### *Examples*

- I. The Service Credits are Your sole and exclusive remedy for any Incidents affecting the Service Level commitments to You under the Agreement, including with respect to any Incident or any Unavailability.
- II. OTHER THAN THE ADDITIONAL TERMINATION REMEDY SET FORTH BELOW FOR CHRONIC SERVICE OUTAGES, BUYER'S RIGHT TO RECEIVE SUCH SERVICE OUTAGE CREDIT SHALL BE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S SOLE AND EXCLUSIVE OBLIGATION IN THE EVENT OF A SERVICE OUTAGE OR FOR ANY OTHER CLAIM THAT SELLER FAILED TO MEET ITS OBLIGATIONS IN THE PROVIDING OF THE SERVICE.
- III. Credits awarded pursuant to this SLA are the exclusive remedy for the Service Levels falling below the performance standards set forth in this SLA.
- IV. Unless otherwise provided in the Terms, your sole and exclusive remedy for any unavailability, non-performance, or other failure by us to provide the Services is the receipt of an Uptime Credit (if eligible) in accordance with the terms of this SLA.

**Service Level: Service Hours**

***Sifter searches for***

Provisions stating when services will be provided.

***Examples***

- I. The services shall be provided during the working hours and days as defined by the Contractor.
- II. For the charges set forth on page one hereof, [Company] will furnish "on call" maintenance service from 8:30 A.M. to 5:00 P.M. ET Monday through Friday, excluding holidays.
- III. The services shall be provided during normal Contractor working hours, Monday through Friday, excluding national and State holidays.

**Service Level: Service Support Hours**

*Sifter searches for*

When support services are provided.

**Examples**

- I. Technical support service shall be provided during business hours, at least from 8 am to 5 pm, from Monday to Thursday, and from 8 am to 4 pm on Friday.
- II. It is estimated that Consultant will provide approximately 10 hours per week of support to Company in performance of the Services.
- III. Provider shall provide up to [\*\*] hours of Technical Support in support of the Pre-Clinical Work Plan as reasonably requested by Company at no cost to Company.



## **Service Level: Termination for Nonperformance**

### ***Sifter searches for***

Provisions relating to a customer terminating (1) the affected service or (2) the service level agreement (or contract of which the service level agreement is part) for a service provider's failure to perform.

### ***Examples***

- I. Customer will be entitled to terminate the Service Level Agreement on notice to the Service Provider if Vendor fails to achieve the Service Levels in an Agreed Rectification Plan.
  
- II. In addition to its termination rights under the Agreement, the State may, in its sole discretion, terminate the Agreement without further obligation to Vendor in the event Vendor fails to achieve any of the required Service Levels for (a) three (3) months consecutively, or (b) any three (3) months during a consecutive six (6) month period.
  
- III. The occurrence of a Service Level Termination Event constitutes, based upon the facts and circumstances, a material breach of Supplier's performance obligations under this Service Agreement and gives Customer the right to terminate this Service Agreement for cause.

## **Service Level: What Service Reports Must Include**

### ***Sifter searches for***

What information must be included in periodic reports relating to how the service provider has performed.

### ***Examples***

- I. The Monthly Service Level Report shall provide reasonable detail regarding Provider's performance against the Service Level Metrics for each SLA.
  
- II. The monthly SOW Performance Report (in hard-copy and soft-copy format) will provide the information necessary to assess performance against the Service Levels within each SOW and will include the following information at a minimum:
  
- III. The Service Level Reconciliation Report will be used to establish whether the Required Service Level has been attained, which service level report shall set forth:

***Related Sifter Alert*** - If instead you're interested in a provider's obligation to report to a buyer whether it has met or missed service levels or other performance criteria, use **Service Level: Obligation to Report**.

## Introducing the Services: Standard of Care Sifters

If you're interested in any provision expressing a standard of care for services, use **Services: Standard of Care**.

**Services: Standard of Care** is also the "parent" Sifter of four "child" Sifters, which search for different ways of expressing the standard of care:

- **Services Standard of Care: Comparative Assessment** searches for a provision stating that in performing services the provider is required to meet the same vague standard (expressed using, for example, "skill" or "care") as that established in comparable circumstances by the provider or other providers.
- **Services Standard of Care: Individual Assessment** searches for a provision stating a vague standard (for example, "competently") required for performing services.
- **Services Standard of Care: Industry Standards** searches for a provision stating that a service provider must comply with industry standards.
- **Services Standard of Care: Satisfaction of Other Party** searches for a provision stating that services must be performed to the satisfaction of the party receiving the services.

If you have one or more of the child Sifters switched on and the contract you're sifting contains a relevant provision, **Services: Standard of Care** would also flag that provision. To avoid that kind of double-flagging, you could switch off **Services: Standard of Care**, but otherwise relevant provisions that don't express the standard of care in the way child Sifters search for wouldn't be flagged.

## Services: Standard of Care

### Sifter searches for

Different ways of expressing a standard of care for services.

#### ***Pattern 1: Comparative Assessment***

##### ***Example***

I. Consultant shall perform its services in a manner consistent with the level of care and skill ordinarily exercised by members of Consultant's profession currently practicing in the same locality under similar conditions and with reasonable diligence and expediency consistent with sound professional practices ("Standard of Care").

#### ***Pattern 2: Individual Assessment***

##### ***Example***

I. The Consultant undertakes to perform the Services diligently and conscientiously and to use its best efforts in the performance thereof.

#### ***Pattern 3: Industry Standards***

##### ***Example***

I. The Consultant shall perform the Services honestly and in good faith, and in an efficient, prompt, professional, skillful and careful manner in accordance with industry methods, standards and practices.

#### ***Pattern 4: Satisfaction of Other Party***

##### ***Example***

I. ...perform the Management Services to the satisfaction of the Corporation and give the Corporation full and prompt cooperation in the performance of all aspects of the Management Services.

## Services Standard of Care: Comparative Assessment

### Sifter searches for

A provision stating that in performing services the provider is required to meet the same vague standard (expressed using, for example, "skill" or "care") as that established in comparable circumstances by the provider or other providers.

#### ***Pattern 1: Comparative***

##### ***Examples***

- I. Consultant shall perform its services in a manner consistent with the level of care and skill ordinarily exercised by members of Consultant's profession currently practicing in the same locality under similar conditions and with reasonable diligence and expediency consistent with sound professional practices ("Standard of Care").
- II. perform the Services with the skill, care, competence and diligence expected of a professional consultant experienced in providing services in the nature of the Services; perform the Services through suitably qualified, expert and experienced personnel as is reasonably necessary

#### ***Pattern 2: Historical***

##### ***Examples***

- I. In providing the Services hereunder, each Party will exercise the same degree of care as it has historically exercised in providing such Services to the other Party and its affiliates prior to the date hereof, including at least the same level of quality, responsiveness and timeliness as has been exercised by [CompanyA] with respect to such Services.
- II. Consultant shall be reasonably available using such time, energy and skill as may be reasonably necessary for the performance of his duties, responsibilities and obligations hereunder, consistent with past practices and norms in similar positions.

#### ***Pattern 3: Same Standard***

##### ***Examples***

- I. Provider represents, warrants and agrees that the Services shall be provided in good faith, in accordance with applicable law and in a manner generally consistent with the historical provision of the Services and with the same standard of care as historically provided.

## Services Standard of Care: Individual Assessment

### Sifter searches for

A provision stating a vague standard (for example, "competently") required for performing services.

### *Examples*

- I. The Consultant undertakes to perform the Services diligently and conscientiously and to use its best efforts in the performance thereof.
- II. The Consultant will use the highest degree of skill and expertise to professionally and ethically accomplish the Services within the Term of this Agreement and to project a positive image of the Company, in accordance with the Company's policies and procedures and applicable law.
- III. Consultant's performance under this Agreement shall be conducted with due diligence and in full compliance with the highest professional standards of practice in the industry with Consultant devoting sufficient time and energy as to timely accomplish the Services.

## Services Standard of Care: Industry Standards

### Sifter searches for

A provision stating that a service provider must comply with industry standards.

### *Pattern 1: Industry Standards*

#### *Examples*

- I. The Consultant shall perform the Services honestly and in good faith, and in an efficient, prompt, professional, skillful and careful manner in accordance with industry methods, standards and practices.
- II. Consultant warrants that the Consulting Services will be performed in a good, workmanlike and professional manner in accordance with industry standards.

### *Pattern 2: Negative*

#### *Examples*

- I. In carrying out the provisions of this Agreement, the Administrator shall act (i) with reasonable care and diligence and in good faith, (ii) without negligence, fraud, willful misconduct, willful omission or bad faith, and at least at the same standard of care as the Administrator provides for itself and its Affiliates with respect to similar services, and (iii) with the level of skill and care which would be expected from a reasonably skilled and experienced professional provider of services similar to the services provided under this Agreement.
- II. The Custodian will act without negligence, willful misconduct, willful misfeasance, fraud, bad faith, reckless disregard of its duties and obligations under this Agreement and will perform its obligations with reasonable care, prudence, diligence and skill as determined in accordance with the standards and practices of a comparable provider of custody services for hire (taking into account the size and scope of Custodian 's operations) in the market or jurisdiction in which the Custodian performs services under this Agreement.

## Services Standard of Care: Satisfaction of Other Party

### Sifter searches for

A provision stating that services must be performed to the satisfaction of the party receiving the services.

### *Examples*

- I. perform the Management Services to the satisfaction of the Corporation and give the Corporation full and prompt cooperation in the performance of all aspects of the Management Services.
- II. Contractor agrees to perform such services with diligence and promptness and to perform the services to the satisfaction of CFC and professional standards in Contractor 's field; and to comply, at its own expense, with the terms of the Agreement.
- III. CONTRACTOR has the exclusive authority to control and direct the performance of his services, and COMPANY only requires that CONTRACTOR 's services be performed to the satisfaction of COMPANY and in a good, safe, efficient, professional, and businesslike manner.



## Services Quality

### Sifter searches for

Provisions relating to the quality of services.

### *Examples*

- I. Vendor represents and warrants that all Professional Services will be performed in a professional and workmanlike manner.
- II. Company shall provide the Services to Client on time, on budget, promptly, efficiently, and otherwise in accordance with the Scope of Work.

## Services: Definition

### *Sifter searches for*

A definition of the defined term "Services".

### *Examples*

- I. Section 17.3 of the contract refers to Services and its definition
- II. "Services" means...

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## LEGALSIFTER REVIEW and LEGALSIFTER ORGANIZE

### Services: Delay or Nonperformance

#### *Sifter searches for*

References to delay or nonperformance of services.

#### ***Pattern 1: Perform***

##### ***Examples***

- I. Company will not be liable for delays in its performance of the Agreement or Company Services caused by circumstances beyond Company's reasonable control, including acts of God, wars, insurrection, civil commotions, riots, national disasters, earthquakes, strikes, fires, floods, water damage, explosions, transportation problems, accidents, embargoes, or governmental restrictions (collectively "Force Majeure").
- II. Without prejudice to Provider's obligations under Clauses 2.1 and 2.2, Client shall be entitled to cancel any unfulfilled part of the Services or to refuse to accept the Services on grounds of late performance or late delivery to the extent specified within this Agreement.

#### ***Pattern 2: Delayed***

##### ***Examples***

- I. In the event that a Study or Services are delayed or suspended for a period of at least sixty (60) days, then Sponsor will compensate and reimburse Company for partially completed milestones and units and Pass Through Costs incurred or irrevocably committed to third parties up to the effective date of delay, hold or suspension in accordance with the payment terms applicable to the Work Order.
- II. A critical problem with the Supplier Services in which any of the following occur: the Supplier Services are down, inoperable, inaccessible or unavailable, or otherwise materially cease operation; or the performance or nonperformance of the Supplier Services prevents useful work from being done.

## Services: Description of Services

### *Sifter searches for*

A description of services to be provided.

### ***Pattern 1: Autonomous Definition***

This pattern looks for language that defines services within the sentence.

### ***Examples***

- I. "Services" means the services to be performed by [Company] for Client pursuant to this Agreement and any Statement of Work.
- II. Beginning on April 1, 2018, [Person Name] will provide the following services (collectively, the "Services"):

### ***Pattern 2: Referring to Ancillary Document***

This pattern looks for language that discusses services as defined in an ancillary document.

### ***Examples***

- I. During the term of this Agreement , the Investment Adviser shall perform or cause to be performed the administrative services listed in Exhibit A hereto, as such exhibit may be amended from time to time by mutual consent of the parties.
- II. The Trust hereby appoints [Company] to provide the distribution services set forth in the Prior Distribution Agreement , attached hereto as Exhibit 1.

### ***Pattern 3: Referring to Listed Services***

This pattern looks for language that discusses services as defined in a preceding list.

### ***Examples***

- I. On behalf of Client, [Company] will perform the following services related to scheduling by Client of the Aircraft :
- II. The Trust hereby appoints [Company] to provide the following services:

**Services: National Resolution Authority's Powers**

*Sifter searches for*

References to sources of the relevant national resolution authority's powers.

**Example**

- I. "Resolution Event": any occurrence of, or event arising as a result of or in connection with:(i) the exercise or anticipated exercise by a Regulatory Body of a resolution tool or any powers pursuant to the Banking Act 2009, the Financial Services and Markets Act 2000, the Financial Services (Banking Reform) Act 2013 (in each case as amended and/or replaced) or any other legislation or regulatory framework created under or pursuant to Directive 2014/59/EU (as amended or replaced) (together the "Resolution Laws"), including any measures made or taken in connection with Directive 2014/59/EU arising from the withdrawal of the United Kingdom from the European Union, or otherwise

## Services: Permitted Locations

### *Sifter searches for*

Provisions that limit where services may be performed.

### ***Pattern 1: Locations***

#### ***Examples***

- I. The Supplier will provide the Services from (and shall procure that any and all sub-contractors (including those providing ancillary support only) provide the Services from) within [COUNTRY/REGION] (the “Permitted Locations”).
- II. The [PROVIDER] shall not provide the services hereunder from service locations outside of [COUNTRY/REGION] without the prior consent of the [PARTY].

### ***Pattern 2: Providing Services TO Locations***

#### ***Examples***

- I. In the event of such occurrences with respect to any delivering Company, [PARTY] shall provide distribution services to Customer Locations.
- II. This Agreement shall remain in full force and effect until the expiration of the MDA unless this Agreement and [PARTY] obligation to provide services hereunder to the Subject Locations is terminated.

## Severability

### *Sifter searches for*

A provision addressing how a contract should be interpreted if a provision is held unenforceable.

### *Examples*

- I. In case any provision in this Indenture or in any Security or coupon shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- II. Any part, provision, representation or warranty of this Agreement which is prohibited or which is held to be void or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.
- III. The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of the remainder of this Contract.

## **Shipping: Accessorial Charges**

### *Sifter searches for*

References to accessorial charges, which are fees added to a freight bill for additional services that the carrier might provide.

### *Example*

- I. The accessorial charges for Carrier's transportation and related services are set forth in Exhibit B.



## Shipping: Assigning Claims

### Sifter searches for

A provision stating that if one party (a broker or freight forwarder) pays the other (a carrier or shipper) a claim or freight charges, the other party assigns the paying party its rights to payment of that claim or those freight charges.

### Examples

- I. If payment of claim is made in full by Broker to Shipper, Shipper shall assign its rights and interest in the claim to Broker.
- II. If payment of claim is made by FORWARDER to SHIPPER, SHIPPER automatically assigns its rights and interest in the claim to FORWARDER so as to allow FORWARDER to subrogate its loss.
- III. Upon receipt of payment of any amounts by CARRIER arising out of this Agreement, CARRIER automatically assigns all of its rights to payment from shippers, consignees, or third parties to BROKER.

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**LEGALSIFTER REVIEW and LEGALSIFTER ORGANIZE****Shipping: Bill of Lading Issuance and Contents****Sifter searches for**

References to signing or issuing (or not issuing) a bill of lading or references to the contents of a bill of lading.

***Pattern 1: Obligation******Examples***

- I. CARRIER shall issue a bill of lading in compliance with 49 U.S.C. 80101 et seq., 49 C.F.R. 373.101 (and any amendments thereto), for the property it receives for transportation under this Contract.
- II. Failure to issue a bill of lading does not affect the liability of the CARRIER.

***Pattern 2: Each Shipment******Example***

- I. Each incident of transportation of property under this Agreement shall be evidenced by a written receipt in a form, Bill of Lading, agreed to by the parties and set forth in Appendix\_\_\_\_, signed by Carrier and Shipper, showing the kind, quantity and condition of commodities received and delivered by Carrier at the loading and unloading points, respectively.

***Pattern 3: Accompanied******Example***

- I. Cargo tendered to Carrier shall be accompanied by a Uniform Straight Bill Of Lading.

***Pattern 4: Contents******Example***

- I. The date by which each Shipment must be delivered will be specified in the bill of lading or other shipping document furnished to Carrier at the time Shipment is tendered.

## Shipping: Broker Authority

### Sifter searches for

References to a broker being authorized.

### Examples

- I. Broker is a property broker and holds valid broker authority from the Department of Transportation (“DOT”) under Federal Motor Carrier Safety Administration (“FMCSA”) to arrange for third-party motor carriers (hereinafter “Servicing Carriers”) to provide transportation of general commodities as a motor property broker between points in the United States and/or Canada and Mexico
- II. WHEREAS BROKER is licensed as a Property Broker by the Federal Motor Carrier Safety Administration (FMCSA) in Docket Number ###, or by appropriate State agencies, and as a licensed broker, arranges for freight transportation.
- III. This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between [COMPANY] ("BROKER"), a Registered Property Broker, Lic. No. ###, and \_\_\_\_\_, a "Registered Motor Carrier".

## Shipping: Broker Invoices Customers

### Sifter searches for

A provision saying that the broker is responsible for invoicing customers.

### *Examples*

- I. CARRIER agrees that BROKER has the exclusive right to handle all billing of freight charges to the Customer for the transportation services provided herein, and, as such, CARRIER agrees to refrain from all collection efforts against the shipper, receiver, or the Customer unless BROKER notifies CARRIER that the Customer has not paid BROKER, in which case, the CARRIER's sole recourse will be against the Customer.
- II. The CARRIER authorizes BROKER to invoice the customer a consignee, or consignor, for freight charges on behalf of the CARRIER and agrees to BROKER, as their customer, is solely responsible for payment at all charges to the CARRIER.
- III. The Intermediary shall be the exclusive point of contact with Intermediary's Customers and is the sole party in each contract of carriage between the parties to invoice and collect from Intermediary's Customer all applicable freight charges due on loads moved by the Carrier on behalf of the Intermediary's Customer.

## **Shipping: Broker Responsible for Paying Carrier**

### **Sifter searches for**

Provisions saying the broker is responsible for paying the carrier.

### ***Pattern 1: Paying Carrier***

#### ***Examples***

- I. The Parties agree that Broker is the sole Party responsible for payment of Carrier's charges.
- II. CARRIER will charge and the BROKER will pay for transportation services performed under this Agreement the rates and charges as shown on separate Rate Confirmation Sheets to be signed and agreed to by CARRIER and BROKER before each shipment made under this Agreement.
- III. Compensation shall be paid to Carrier solely and exclusively by [COMPANY], and not by Shippers, on all Shipments tendered to Carrier under this Agreement.

### ***Pattern 2: Carrier Invoicing***

#### ***Examples***

- I. CARRIER shall invoice BROKER for its (CARRIER's) charges, as mutually agreed in writing, by fax, or by electronic means, contained in BROKER's Load Confirmation Sheet(s) / dispatch sheets incorporated herein by this reference.
- II. It shall be Carrier's responsibility to invoice Broker for the freight charges owing to Carrier.

## Shipping: Cap on Liability for Cargo Loss or Damage

### Sifter searches for

A provision limiting a party's liability for cargo that is damaged, delayed, or stolen.

### *Examples*

- I. Broker's maximum liability for cargo loss or damage will not exceed \$# per shipment and Broker shall only be liable for such loss or damage if a valid claim is not timely paid by the motor carrier providing transportation services.
- II. In no case will the maximum cargo liability for new goods be greater than \$# for a Truckload shipment or \$# per pound for an LTL shipment. In no case will the maximum cargo liability for used or resold goods be more than \$# per pound for any shipment.
- III. Unless the Parties notify each other in writing prior to offering transportation of any shipment, of greater freight values, the Parties indemnification obligations for freight loss and damage shall not exceed \$\_\_\_\_\_ for any one shipment.

## Shipping: Carrier Authority

### Sifter searches for

A statement of fact or obligation relating to a carrier's authorization to act as carrier.

### *Examples*

- I. Carrier is a motor carrier under 49 U.S.C. 13102(12), is duly registered with the Department of Transportation pursuant to 49 U.S.C. 13902 and 13905 with a Motor Carrier Safety Rating of " \_\_\_\_\_ ", and will provide lawful and responsible transportation service to Shipper under contract.
- II. Carrier must have valid operating authority including state or federal license or registration as necessary.
- III. CARRIER is a Registered Motor carrier of Property authorized to provide, as a contract carrier, transportation of property under contracts with shippers and receivers and/or brokers of general commodities.

## Shipping: Carrier Safety Rating

### Sifter searches for

Provisions relating to a carrier's safety rating.

### *Examples*

- I. Carrier shall strive to maintain a safety rating other than conditional or unsatisfactory from the US Department of Transportation. Receipt by Carrier of a conditional or unsatisfactory safety rating or the intent by the DOT to assign a conditional or unsatisfactory safety rating shall be reported immediately to Shipper.
- II. At no time during the term of this Agreement, will Carrier hold a Department of Transportation (DOT) Safety Rating of less than "Satisfactory."
- III. Carrier represents that it does not have a conditional, unsatisfactory or unfit safety rating issued by any regulatory authority with jurisdiction over Carrier's operation, including the FMCSA.



## **Shipping: Claims for Loss or Damage Covered by 49 CFR Part 370**

### **Sifter searches for**

A provision stating that 49 CFR Part 370 governs claims for loss or damage.

### ***Examples***

- I. Claims will be filed and resolved in accordance with federal regulations codified at 49 C.F.R. Part 370.
- II. The following Rules shall apply: Standard claims rules otherwise applicable to common carriers (49 C.F.R. §370);
- III. Carrier shall agree that the provisions contained in 49 CFR 370.1 et seq. shall govern the processing of claims for loss, damage, injury or delay to property and the processing of salvage.

## Shipping: Collect Shipments

### Sifter searches for

References to shipment in which the consignee is (or is not) responsible for paying the transportation charges.

#### *Pattern 1: Agreement/Rates*

##### *Examples*

- I. This Agreement shall govern shipments tendered on a freight charge "prepaid" or "collect" basis.
- II. Rates and charges for Services will apply on prepaid, collect, and third party shipments, whether or not originating at or destined to facilities of Shipper, and Shipper is responsible for payment for such shipments.

#### *Pattern 2: Who Pays*

##### *Examples*

- I. Rates and charges for Services will apply on prepaid, collect, and third party shipments, whether or not originating at or destined to facilities of Shipper, and Shipper is responsible for payment for such shipments.
- II. When shipped "collect," such charges shall be collected from consignee provided, however, in the event that Carrier is unable to collect such charges from consignee, Shipper shall be informed of such fact as promptly as possible and Shipper shall be liable to carrier for such charges.

## Shipping: Delay-Related Expenses

### Sifter searches for

References to expenses relating to delay in delivery cargo.

### *Pattern 1: Unable*

#### *Examples*

- I. If CARRIER is unable to timely deliver a shipment, BROKER will have the right, but not the obligation, to provide alternative transportation to the late shipment or any required shipment of replacement goods, all at CARRIER's expense unless the delay was caused by force majeure conditions.
- II. Unless prevented by circumstances beyond its control, if the Carrier delivers a shipment more than (a) xx (x) hours after the time agreed upon with the consignor or consignee, the Carrier will refund XX% of the total applicable freight charges, or (b) yy (y) hours after the time agreed upon with the consignor or consignee, the Carrier will refund YY% of the total applicable freight charges.

### *Pattern 2: Delay*

#### *Example*

- I. In the event of a delay in the carriage of Shipper's freight, Carrier shall at its expense, forthwith advise Shipper, giving an estimate of the delay in delivery anticipated, and shall promptly take steps to reload freight in replacement equipment or take other necessary steps to minimize delay, at Carrier's expense.

## **Shipping: Delivery Receipts**

### **Sifter searches for**

References to proof of delivery.

### ***Examples***

- I. Carrier shall provide Shipper with a proof of delivery (“POD”) or delivery receipt (“DR”), signed by the consignee, for all shipments within twenty-four (24) hours of delivery, and invoice all applicable charges due from Shipper within five (5) business days of delivery.

## **Shipping: Designating the Broker as Carrier Does Not Affect Status**

### **Sifter searches for**

A provision stating that the designation of the broker as a carrier does not affect the broker's status.

### ***Examples***

- I. In the event Broker is identified as a motor carrier on any document, such designation shall be for the convenience of Shipper or shall be deemed a mistake but in no event shall the designation have any legal impact or authority to change Broker's status as a broker.
- II. The fact that BROKER is named as a "carrier" upon any applicable bill of lading shall not affect its status as a property broker.
- III. Any incorrect identification of BROKER as a carrier under such BOL shall not affect BROKER's status as a property broker nor relieve CARRIER of any of its obligations hereunder.

## Shipping: Driver Standards

### Sifter searches for

Standards drivers and other personnel must meet.

#### *Pattern 1: Employ*

##### *Examples*

- I. CARRIER, at its sole cost and expense, shall employ for its services hereunder only competent and legally licensed personnel and refer to rate confirmation for any additional driver requirements.

#### *Pattern 2: License*

##### *Examples*

- I. CARRIER expressly warrants and represents that any and all of its drivers shall have valid commercial driver's licenses in effect at all times and that no such license has at any time been revoked and/or suspended.

#### *Pattern 3: Laws*

##### *Examples*

- I. All drivers employed by Carrier to operate the Equipment shall be qualified so as to meet all applicable requirements of all federal, state and local laws, rules and regulations including those of the Department of Transportation.

## Shipping: Equipment Condition

### Sifter searches for

Provisions referring to the condition or maintenance of equipment.

#### *Pattern 1: Furnish*

##### *Examples*

- I. CARRIER warrants that at its sole cost and expense it shall furnish all equipment required for its services hereunder and shall maintain all equipment in good repair and condition and accepts legal responsibility for the loading, unloading and transportation of tendered cargo from origin to destination.

#### *Pattern 2: Condition*

##### *Examples*

- I. CARRIER shall be responsible for the safe and sanitary condition of all equipment used during the transportation of the goods, including all vehicles and Transportation Equipment, as defined in applicable food safety regulations, and shall transport the goods without adulteration.

#### *Pattern 3: Free From*

##### *Examples*

- I. Such equipment shall be in good, safe and efficient operating condition (which includes providing equipment that is secure, clean, sanitary, dry, leak-proof, free from infestation, contamination, defects, odors, false walls or hidden compartments, and that has not previously been used to...

## Shipping: Equipment, Dedicated

### Sifter searches for

Provisions relating to the carrier using equipment dedicated for exclusive use.

### *Examples*

- I. With regard to the individual tenders accepted by CARRIER from BROKER, CARRIER's equipment shall be dedicated exclusively to the use of BROKER's tendered loads in accordance with each Confirmation.
- II. Carrier agrees to provide suitable equipment dedicated to the exclusive use of Brokers Customer(s) for shipments arranged by Broker pursuant to this Agreement.
- III. Dedicated Contract Carriage: A third-party service that dedicates equipment (vehicles) and drivers to a single customer for its exclusive use on a contractual basis.



## Shipping: Equipment, Expenses Relating To

### Sifter searches for

References to expenses related to equipment.

### *Examples*

- I. Carrier shall procure and maintain, at its sole cost and expense, that equipment consisting of tractors and trailers which is more specifically set forth on Schedule C (“Equipment”), all of which shall be used for Shipper during the Term of this Agreement
- II. Carrier shall bear all expenses, including the expense of road service and repair in connection with the use and operation of the equipment and shall bear the cost and expense of maintaining the equipment in good repair and mechanical condition.
- III. For purposes of the monthly true-up, \_\_\_\_\_’s actual costs for maintenance and repair on trailing equipment may include amounts incurred by \_\_\_\_\_ for ordinary course damage to trailing equipment caused by the Driver (but not for accident-related loss or damage to trailing equipment).

## Shipping: Exceptions to Carrier Liability for Cargo Loss and Damage

### Sifter searches for

A provision that states exceptions to carrier liability for loss of or damage to cargo.

### *Examples*

- I. Carrier will not be liable for cargo loss and damage that is due to the manner in which cargo was loaded, the inherent vice, defect or nature of the cargo including but not limited to damage caused by heat or cold, force majeure events, the act or default of broker, shipper, consignor or consignee or shipments stopped in transit at no fault of Carrier.
- II. [Company] shall not be liable for any loss or damage to a shipment or for any delay caused by an act of God, the public enemy, the authority of law, the inherent vice of the goods or the act or default of the shipper.
- III. Creditor and Carrier are exempt from liability for loss or damage to cargo caused by an act of God, a public enemy, a public authority, legal strike, an act or omission of Customer, the inherent vice or nature of the cargo, theft, any other act or situation beyond Carrier's control.

## **Shipping: Food and Other Products for Human or Animal Consumption**

### **Sifter searches for**

References to transportation of food, pharmaceuticals, and other products intended for human or animal consumption.

### ***Examples***

- I. CARRIER represents and warrants that all transportation and handling of food or food related products shall be conducted in accordance with the law and shall be performed under conditions that will protect against physical, chemical and microbial contamination, as well as against deterioration of the food.
- II. Commodities to be transported by CARRIER under this Agreement may consist of commodities requiring special care and handling, including food or pharmaceutical products intended for human consumption or unprocessed commodities intended for processing into such food or pharmaceutical products.

## Shipping: Fuel Surcharge

### Sifter searches for

References to a fuel surcharge.

### *Examples*

- I. Shipper agrees to pay Carrier for fuel charges set forth in Appendix \_\_\_\_.
- II. Fuel Prices will be based off the Department of Energy (“DOE”) index and will be determined on every Monday 12:00 p.m. for the week beginning on Tuesday at 12:01 a.m., continuing through the following Monday at 12:00 Midnight.

## Shipping: Insurance Exclusions Do Not Affect Carrier Liability

### Sifter searches for

A provision stating that exclusions in the carrier's cargo insurance policy won't affect the carrier's liability.

#### ***Pattern 1: Not Affect***

##### ***Examples***

- I. Exclusions in Carrier's insurance coverage shall not exonerate Carrier from this liability.
- II. Nothing in this Agreement shall be construed to avoid CARRIERS liability due to any exclusion or deductible in any insurance policy.
- III. The liability of CARRIER for any claim for loss, damage or delay shall not be limited by any exclusion in CARRIER's cargo insurance, or by the limit of such insurance.

#### ***Pattern 2: Liable***

##### ***Examples***

- I. CARRIER shall be liable for all deductibles, limitations or exclusions in cargo insurance coverage.

## Shipping: Interlining

### Sifter searches for

A provision stating that only the carrier may transport shipments under the agreement or prohibiting or restricting the carrier from allowing others to transport shipments under the agreement.

### *Pattern 1: Responsible*

#### *Examples*

- I. Carrier shall be solely responsible for operating any and all equipment necessary to transport commodities under this Agreement and that it shall not, in any manner, sub-contract, broker or tender to any third party for transportation any freight tendered to Carrier pursuant to this Agreement.
- II. Carrier specifically agrees that it shall be the party solely responsible for operating the equipment necessary to transport cargo under this Agreement and that it shall use its best efforts not to sub-contract, broker or tender to any third party for transportation any cargo tendered to Carrier pursuant to this Agreement.

### *Pattern 2: Equipment*

#### *Examples*

- I. CARRIER agrees that it will transport all loads tendered to it under its own authority, on equipment owned or leased by it, and use employees or independent contractors under contract with it.
- II. Carrier specifically agrees that all freight tendered to it through the Broker shall be transported on Carrier's equipment only under the authority of the Carrier, and shall not arrange transportation by a third party without the specific written consent of Broker.

## Shipping: Interlining

### *Pattern 3: Perform*

#### *Examples*

- I. Carrier shall perform all services to be provided hereunder.

### *Pattern 4: Prohibition*

#### *Examples*

- I. CARRIER represents and warrants that, unless otherwise approved in advance by BROKER, CARRIER will transport every shipment tendered by BROKER under CARRIER's for-hire motor carrier operating authority and will not re-broker, co-broker, subcontract, interline, or transfer the transportation of shipments hereunder, or otherwise allow another entity to transport any shipment under such other entity's operating authority.
- II. Will not re-broker, co-broker, subcontract, assign, interline, or transfer the transportation of shipments hereunder to any other persons or entity conducting business under a different operating authority, without prior written consent of BROKER.

## Shipping: Intermodal Transportation

### Sifter searches for

References to shipping by a means other than motor carrier.

### *Examples*

- I. This Agreement sets forth the terms under which Broker agrees to arrange for the intermodal and/or motor carrier transportation of shipments (“Services”) of Shipper.
- II. This Agreement shall not apply to intermodal (rail) service, air or ocean shipments unless and until the parties execute an Appendix to this Agreement stating the terms and conditions of such service.
- III. With respect to shipments tendered to Broker to be moved via Intermodal transportation (road/rail), Shipper shall, and shall require its consignors to:



## Shipping: Liability for Loss or Damage to Cargo

### Sifter searches for

Statements of who is liable for loss or damage to cargo.

### *Examples*

- I. CARRIER acknowledges that, with respect to all matters relating to loss, damage or delay claims, CARRIER is directly liable to the consignor, consignee or owner of the goods.
- II. CARRIER shall pay to BROKER, or allow BROKER to deduct from the amount BROKER owes CARRIER, Customer's full actual loss for the kind and quantity of commodities so lost, delayed, damaged or destroyed.
- III. Carrier's liability for any cargo damage, loss or theft from any cause shall be determined under 49 U.S.C. §14706, the Carmack Amendment.

## Shipping: Overcharge or Undercharge

### Sifter searches for

References to an overcharge or undercharge.

### *Examples*

- I. Claims for overcharges and undercharges shall be governed by 49 USC 14705 and administered in accordance with 49 CFR 378, unless otherwise provided herein.
- II. Any claim by Carrier for recovery of undercharges hereunder, or by Shipper for recovery of overcharges hereunder, shall be asserted in writing not more than forty-five (45) days after (a) delivery or return of the shipment giving rise to such claim, or (b) as to other charges by Carrier, the date on which any other charge, including charges for deficit minimum tenders under §\_\_\_ shall have occurred.

## **Shipping: Period for Filing a Cargo Claim**

### **Sifter searches for**

A provision that states the period for filing a cargo claim.

### ***Examples***

- I. BROKER will submit freight loss and damage claims within nine (9) months of delivery date or scheduled delivery of the shipment, whichever is earlier.
- II. Suits based on loss, damage, injury or delay to freight transported pursuant to this contract shall be initiated within two (2) years and a day from the later of the dates on which the claimant and /or [Company] receive a written disallowance from carrier in any suit or other proceeding arising out of such claim.

## Shipping: Period for Handling Claims

### Sifter searches for

A provision stating the period for a carrier or broker to pay, decline, or settle a claim.

### *Examples*

- I. Carrier agrees to pay each such claim within 120 days of its receipt thereof or, within such period, to notify Customer in writing that such claim is disallowed and setting forth in reasonable detail the reasons for such disallowance.
- II. and said claims will be acknowledged in thirty (30) days by Broker and processed to a conclusion within one hundred twenty (120) days of receipt thereof.
- III. When it has received a written claim for loss or damage, injury, or delay to property transported, Broker will pay, decline, or make a firm compromise settlement offer in writing to Shipper, within 120 days after the receipt of the claim.

## Shipping: Period for Reporting Concealed Damage

### *Sifter searches for*

A provision that states the period for filing a claim for concealed damages.

### *Pattern 1: Period*

#### *Examples*

- I. Any claim for concealed damage must be made by Shipper to Freight Forwarder within \_\_\_ hours of delivery, otherwise each claim shall be null and void against either Freight Forwarder or Carrier.
- II. Claims for damages that are not readily apparent ("concealed damage") must be submitted to the Company within 3 days after delivery.

### *Pattern 2: Immediately*

#### *Examples*

- I. If there is concealed damage or loss which was not noted at the time of delivery, then the shipper or consignee should immediately notify [Company].
- II. If the loss or damage is not apparent (concealed), the certificate holder must contact the Claims Agent noted on the certificate immediately after taking delivery.

## Shipping: Reasonable Dispatch

### Sifter searches for

A provision stating that the carrier is required to transport shipments promptly.

### *Examples*

- I. Carrier shall promptly and efficiently receive, transport and deliver safely and with reasonable dispatch and without delay the goods entrusted to it hereunder whether received from Shipper or from third parties at the request of Shipper.
- II. CARRIER shall transport all shipments provided under this Agreement without delay, and all occurrences which would be probable or certain to cause delay shall be immediately communicated to BROKER by CARRIER.
- III. Carrier shall promptly and efficiently receive, transport and deliver safely and with reasonable dispatch and without delay, the Goods entrusted to it hereunder, whether received from [Company] or from third parties at the request of [Company], pursuant to the terms and conditions in this Agreement as a motor contract carrier, and not a common carrier.

## Shipping: Responsibility for Securing Cargo

### Sifter searches for

A provision stating who is responsible for making sure the cargo is secure.

### *Examples*

- I. Carrier shall be responsible to Shipper for ensuring that all live loaded shipments are loaded and braced in accordance with applicable standards and shall accept full liability for shortage and damage unless origin bills of lading executed by it are marked, “Shipper load and count” or words of similar import and the shipment is delivered by carrier to destination for interchange with the recorded seal intact.
- II. The driver is responsible for supervising the loading/off-loading of the freight, including noting the piece count and condition of the freight on the bills, and securing and maintaining the product per the Shipper’s instructions listed on the bill of lading.
- III. SHIPPER shall solely be responsible for packaging, loading, unloading, blocking and bracing of the shipment for safe transportation.

## Shipping: Salvage, References To

### Sifter searches for

A provision stating that the value of salvage is to be applied to reduce claims against the carrier.

### *Examples*

- I. Any funds received in salvage will be credited against amounts CARRIER may otherwise be responsible for in terms of the damages.
- II. If Shipper does not elect to salvage cargo, any claim for cargo loss or damage shall nevertheless be reduced by a reasonable salvage allowance.
- III. Any monies received in salvage, whether accomplished by Carrier or Shipper/Customer, will be credited, if applicable, against any amount Carrier may otherwise be responsible for in terms of the damages.



## Shipping: Seals, Breaking Of

### Sifter searches for

References to a broken seal or breaking a seal.

### *Examples*

- I. All seal removal must be witnessed visually by an authorized person employed at delivery destination.
- II. Carrier agrees that if a seal is broken and an inspection made by an agent of a body politic, its operator or other representative will take all reasonable steps to secure the count, safety, and integrity of the lading.
- III. The foregoing subsection shall not apply to those situations where the original seal was broken by customs or law enforcement personnel or at the written instruction of the BROKER if, after the initial seal is broken, a new seal is applied by such governmental personnel, its number is noted on the shipment documentation and the shipment is delivered with the new seal intact and there is no additional evidence with respect to the shipment which would allow BROKER to invoke the foregoing subsection.

## LEGALSIFTER REVIEW and LEGALSIFTER ORGANIZE

### **Shipping: Seals, Noting the Seal Number**

#### **Sifter searches for**

A reference to noting the seal number on shipping documentation.

#### ***Examples***

- I. Carrier is responsible for ensuring that all freight is properly blocked and braced for transportation unless tendered to Carrier in a pre-loaded, sealed trailer, in which case Carrier shall note the seal numbers on the bill of lading or receipt.
- II. Every trailer must be secured with an approved seal and the seal number must be notated on the bill of lading.
- III. If the equipment does not accommodate bolt seals then the shipper shall use other seals and CARRIER agrees to ensure seal number is correctly written on the BOL.

## **Shipping: Seals, References To**

### **Sifter searches for**

Reference to shipping seals.

### ***Examples***

- I. Carrier is responsible for ensuring that all freight is properly blocked and braced for transportation unless tendered to Carrier in a pre-loaded, sealed trailer, in which case Carrier shall note the seal numbers on the bill of lading or receipt.
- II. CARRIER agrees that when it is transporting goods which require the trailer to be sealed immediately after loading, CARRIER accepts responsibility to confirm that the trailer has been appropriately sealed before it leaves the dock to commence any transit.
- III. All seal removal must be witnessed visually by an authorized person employed at delivery destination.

## Shipping: Seals, Using on Trailers and Containers

### Sifter searches for

A requirement that a trailer or container be sealed or remain sealed.

#### *Pattern 1: Sealed*

##### *Examples*

- I. CARRIER agrees that when it is transporting goods which require the trailer to be sealed immediately after loading, CARRIER accepts responsibility to confirm that the trailer has been appropriately sealed before it leaves the dock to commence any transit.
- II. Every trailer must be secured with an approved seal and the seal number must be notated on the bill of lading.

#### *Pattern 2: Remains*

##### *Examples*

- I. Where the container or trailer is tendered with a seal on the container or trailer, CARRIER shall verify that the seal number is accurately recorded on the BOL at the time of load pickup, ensure that the seal on the load remains intact from the time of pickup and loading until the cargo is delivered, and will require the seal number to be noted on the signed proof of delivery.
- II. Any seals applied to trailer are not to be broken or removed prior to delivery at destination without prior written consent from [COMPANY].

## Shipping: Seals, Who Bears Risk Of Broken

### *Sifter searches for*

References to risk of loss, or rejection of shipments, because of broken seals.

### ***Pattern 1: Risk***

#### ***Examples***

- I. CARRIER understands and agrees that adulterated shipments may be refused by the consignee or receiver, upon their delivery, at destination, and CARRIER agrees that it shall bear sole risk of rejection of cargo arising from or related to broken seals or failure to comply with load handling instructions.
- II. If the seal is broken by an unauthorized person, the CARRIER becomes 100% liable for the cost of the product and any other expenses.

### ***Pattern 2: Reject***

#### ***Examples***

- I. BROKER or the Customer may determine that the shipment may have been rendered injurious to health and may reject the entire shipment or any portion thereof in the following circumstances: (i) If any such shipment is sealed or is required to be sealed at origin and the underlying shipment documentation includes a seal number, and such shipment arrives at destination with a broken seal and/or with evidence of tampering (including mismatched seal numbers) suggesting the shipment was accessed by unauthorized persons or otherwise subjected to contamination.
- II. If any such shipment arrives at destination: 1) with a broken seal or a seal that does not match the original seal; or 2) with evidence of tampering suggesting the shipment was accessed by unauthorized persons or otherwise subjected to contamination, infestation, or other sources with the potential to render the shipment injurious to health, the Customer may reject the load as a complete loss.

## **Shipping: Shipper Load and Count**

### **Sifter searches for**

References to a shipper preloading cargo.

### ***Example***

- I. If shipments are loaded and counted by the SHIPPER during periods when a carrier's driver or other representative is not afforded an opportunity to be present during the loading, BROKER will require that its carriers count the goods at the first break-bulk point and report damages, overages and shortages via phone or e mail to SHIPPER, and confirmed in writing.

## Shipping: Soliciting Broker Customers

### Sifter searches for

References to soliciting a broker's customers.

#### *Pattern 1: Solicit*

##### *Example*

- I. During this Contract's term and for a period of twelve (12) months following its termination for any reason, CARRIER will not "back solicit" traffic from any shipper, consignor, consignee or customer of BROKER where (1) the availability of such traffic first becomes known to CARRIER as a result of BROKER's efforts and/or (2) the traffic was first tendered to CARRIER by BROKER.

#### *Pattern 2: Accept*

##### *Example*

- I. CARRIER will not accept traffic, either directly or indirectly, from any shipper, consignor, consignee or customer of BROKER where: (1) the availability of such traffic first became known to CARRIER as a result of BROKER's efforts; or (2) the traffic of the shipper, consignor, consignee or customer of BROKER was first tendered to CARRIER by BROKER.

#### *Pattern 3: Offer*

##### *Example*

- I. CARRIER shall not offer rates directly to or perform service directly for any shipper, consignor, consignee or customer of BROKER where (1) the availability of such traffic first became known to the CARRIER as a result of BROKER's effort, or (2) where the traffic of the shipper, consignor, consignee or customer of BROKER was first tendered to CARRIER by BROKER.

## **Shipping: Spot Rates**

### **Sifter searches for**

The term "spot rate" or "spot quote" and references to rates being set orally.

### ***Examples***

- I. Rates may be established or amended verbally in order to meet Shipper's changing shipping schedules and needs.
- II. Verbal amendments or additions may be made to the Schedule(s) to meet the changing shipping needs of the Shipper and/or the Carrier's operating territory/authority.
- III. Freight rates and charges may be agreed to orally from time to time as necessary to meet shipping schedules and deadlines.



## Shipping: Tariff or Rules Circular

### Sifter searches for

References to tariffs or rules circulars.

### *Examples*

- I. Irrespective of any provisions in Carrier's Tariffs, service guides or similar publications, Carrier's liability for loss or damage to cargo shall be determined solely by the terms of this Agreement.
- II. Notwithstanding any language herein to the contrary, in the event of any conflict between the terms of this Agreement and the terms of a bill of lading, tariff or rules circular, the terms of this Agreement shall supersede and control.
- III. All shipments accepted for transportation by CARRIER, whether transported by CARRIER or by any permitted interlining carrier, shall be governed solely by this Agreement (including its appendices) and no provision of any other pre-printed publication or agreement, such as any receipt, bill of lading, CARRIER's tariffs or service guides, or the National Motor Freight Classification, shall apply.

## Shipping: The Broker Arranges Transportation of Cargo

### Sifter searches for

References to the broker arranging transportation of cargo.

### *Examples*

- I. Broker agrees to arrange to transport goods via motor vehicle as and when requested by Shipper from or to Shipper's locations as provided from time to time by Shipper.
- II. Broker agrees, as an independent contractor, to arrange motor carrier transportation of Shipper's freight pursuant to the terms and conditions of this Agreement and in compliance in all material respects with all federal, state and local laws and regulations relating to the brokerage of freight cover by this Agreement (the "Services").
- III. Shipper acknowledges and agrees that, in Carrier's sole discretion, shipments tendered hereunder may be serviced by and/or transportation may be arranged by \_\_\_\_\_, a motor carrier of property and a broker registered with the Federal Motor Carrier Safety Administration ("FMCSA") in Docket Number MC# \_\_\_\_\_ and MC# \_\_\_\_\_, respectively ("Carrier").

## **Shipping: The Broker Is Not a Carrier**

### **Sifter searches for**

A provision stating that a broker is not acting as a carrier.

### ***Examples***

- I. Under no circumstances is Broker to be deemed a motor carrier.
- II. Broker is not a motor carrier and shall not itself perform the actual physical transportation of Shipper's shipments as a motor carrier.
- III. None of the BROKER entities shall be considered a "motor carrier" for any purpose in connection with this Agreement.

## **Shipping: Waiver in Accordance with 49 USC 14101(b)(1)**

### *Sifter searches for*

A provision waiving rights under U.S. Code Title 49, Subtitle IV, Part B

### *Examples*

- I. This Agreement is entered into pursuant to 49 USC 14101(b)(1) and the parties expressly waive any and all rights and remedies of the Interstate Commerce Act which conflict with the provisions of this Agreement.
- II. Carrier shall expressly waive all rights and remedies under Title 49 U.S.C., Subtitle IV, Part B to the extent they conflict with the contract.
- III. The Parties expressly waive any and all rights and remedies permitted to be waived under the Interstate Commerce Commission Termination Act, to the extent that such rights and remedies are inconsistent with any of the provisions of this Agreement.

## Shipping: What a Claim Must Include

### *Sifter searches for*

References to what information or documents a claim for lost or damaged cargo must include.

### ***Pattern 1: Claims Contain***

#### ***Examples***

- I. Shipper must file a written or electronic communication with Carrier within 9 months from the date of loss that 1) contains sufficient facts to identify the shipment, 2) asserts liability for the alleged loss, damage or injury or delay and 3) which makes a claim for the payment of a specified or determinable amount of money.
- II. Payments by CARRIER to BROKER or its customer, pursuant to the provisions of this section, shall be made within thirty (30) days following receipt by CARRIER of BROKER'S or Customer's invoice and supporting documentation for the claim.

### ***Pattern 2: Supporting Documentation***

#### ***Examples***

- I. Carrier shall pay [Company] or its Customer for any claim resulting from loss, damage or delay within thirty (30) days of Carrier's receipt of an appropriate invoice and supporting documentation.
- II. All claims and supporting documentation must be submitted within 30 days after delivery.

### ***Pattern 3: Written Notice***

#### ***Example***

- I. Shipper shall submit to Carrier written notice of any cargo claim, including loss or expenses resulting from Carrier's delay in providing service, within nine (9) months of the delivery date of the shipment or, if no delivery, the date of the occurrence resulting in the claim.

## Shipping: When the Carrier Is Responsible for Cargo

### *Sifter searches for*

A provision stating when the carrier is responsible for the cargo.

### ***Pattern 1: Responsible***

#### ***Examples***

- I. Carrier shall have sole and exclusive responsibility for any shipment tendered hereunder from the time that it or its subcontractors or agents pick up a shipment at origin until the shipment is delivered to the consignee at destination.
- II. CARRIER'S liability shall begin when it signs the bill of lading and has received any such goods and shall continue until such time as CARRIER receives a signed bill of lading or delivery receipt from the proper named consignee and nothing remains to be done by CARRIER to deliver the shipment to the consignee.

### ***Pattern 2: Possession***

#### ***Examples***

- I. Carrier shall have sole and exclusive care, custody, and control of any shipment tendered hereunder from the time that it or its subcontractors or agents pick up a shipment at origin until the shipment is delivered to the consignee at destination.
- II. Unless otherwise provided in the Contract, the Contractor, upon delivery to them of any County-furnished property, shall be deemed to be in possession of, any loss thereof or damage thereto except for reasonable wear and tear, and except to the extent that such property is consumed in the performance of the Contract.

## **Shipping: Where Rates Are Stated**

### *Sifter searches for*

References to where rates are stated.

### *Examples*

- I. The charges set forth in Schedules attached hereto must include all shipping and accessorial charges.
- II. Shipper agrees to pay to Carrier all rates and charges set forth in Appendix\_\_ hereto as full and complete compensation for the services to be provided hereunder.
- III. As full compensation for the Services hereunder, Shipper shall pay Carrier in accordance with the rates, rules and accompanying provisions set forth in mutually agreed upon tariff documents, or as otherwise mutually agreed upon in writing by the Parties.

## Shipping: Whether the Broker Acts as Carrier

### *Sifter searches for*

Statements relating to whether a broker is or isn't acting as carrier.

### ***Pattern 1: Not Carrier***

#### ***Example***

- I. Under no circumstances is Broker to be deemed a motor carrier.

### ***Pattern 2: Not Affect Status***

#### ***Example***

- I. In the event Broker is identified as a motor carrier on any document, such designation shall be for the convenience of Shipper or shall be deemed a mistake but in no event shall the designation have any legal impact or authority to change Broker's status as a broker.

### ***Pattern 3: Transportation***

#### ***Example***

- I. Broker is not a motor carrier and shall not itself perform the actual physical transportation of Shipper's shipments as a motor carrier.

### ***Pattern 4: Intermediary***

#### ***Example***

- I. Broker is an intermediary and desires to contract with Carrier on a nonexclusive basis.

### ***Pattern 5: Arranges***

#### ***Example***

- I. Broker agrees to arrange to transport goods via motor vehicle as and when requested by Shipper from or to Shipper's locations as provided from time to time by Shipper.



## Shipping: Whether the Carmack Amendment Applies

### *Sifter searches for*

A provision stating that 49 USC 14706 (known as the Carmack Amendment) applies, or might apply, to the arrangements provided for in the contract.

### *Examples*

- I. Carrier shall be liable for cargo loss and damage in accordance with 49 USC 14706 (the Carmack Amendment).
- II. Broker shall accept liability as a motor carrier under the Carmack Amendment (as currently codified at 49 USC 14706 and as amended from time to time) for the actual loss, damage or delay to goods or cargo tendered by or on behalf of Shipper and agrees that, regardless of any state, federal or other law limiting or allowing a limitation of liability, no limitation of liability shall apply to any such shipment except that Broker's liability shall be limited to \$# per occurrence unless a higher value is declared in writing prior to tender.

## Signature Block

### *Sifter searches for*

A signature block.

### *Pattern 1: In Witness Whereof*

#### *Example*

- I. IN WITNESS WHEREOF the Corporation has caused this Note to be duly executed, by manual or facsimile signature, under its corporate seal or a facsimile thereof.

### *Pattern 2: Spatial Block*

#### *Examples*

- I. [PARTY A NAME]

By: \_\_\_\_\_

Name:

Title:

Date:

- II. [Signature page follows]

## Signature Block

### *Pattern 3: Accepting by Signing*

#### *Examples*

- I. The undersigned have executed this Agreement as of the Effective Date.
- II. The parties, by their signatures below, acknowledge having read this agreement and the [Company] Procurement Card Policy and Procedures, understand them, and agree to be bound by their terms and conditions.

## Signing in Counterparts

### *Sifter searches for*

A provision saying that the contract may be signed in counterparts.

### ***Pattern 1: Counterpart***

#### ***Examples***

- I. This Purchase Option may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement, and shall become effective when one or more counterparts has been signed by each of the parties hereto and delivered to each of the other parties hereto.
- II. This Indenture may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same instrument.
- III. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by telecopier shall be effective as delivery of an original executed counterpart of this Agreement.

### ***Pattern 2: Duplicate Originals***

#### ***Example***

- I. This Agreement may be executed in any number of duplicate originals and each duplicate original shall be deemed to be an original.

## Slavery and Human Trafficking

### *Sifter searches for*

Provisions relating to Anti-Slavery and Human Trafficking.

### *Examples*

- I. In performing its obligations under the agreement, the Supplier shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations [and codes] from time to time in force [including [but not limited to] the Modern Slavery Act 2015];
- II. The Supplier shall comply with the Third Party Code of Practice as amended from time to time.

## **Software: Additional Users, References To**

### *Sifter searches for*

References to additional users of software.

### *Examples*

- I. If Subscriber wants to add additional users beyond the total included in the baseline Fees (“Additional Users”), Subscriber may purchase additional subscriptions in blocks of users and for the price specified in the Quote.
- II. Fees for Additional Users will be prorated based on the time remaining until the expiration of the Term or the then-current Renewal Term, as applicable, so that all users renew on the same date.
- III. With respect to Additional Use: (i) the term of any additional Users’ access to the Service will be coterminous with the preexisting subscription term (either initial term or renewal term), and (ii) You will be responsible for any additional fees for any Additional Use exceeding the authorized number of Users or Service Events.

## Software: Allow Reproduction and Use

### *Sifter searches for*

A provision in a permitting reproduction or use of software.

### *Examples*

- I. Vendor hereby grants Customer a nonexclusive license to reproduce and use \_\_ copies of the software for Customer's internal business purposes, provided Customer complies with the restrictions set forth in this Section \_\_.
  
- II. Vendor hereby grants you, with right to sublicense, with respect to Vendor's rights in the Software, a royalty-free, non-exclusive license to use, reproduce, make derivative works of, display and distribute the Software, provided that: (a) you adhere to all of the terms and conditions of this Software License; ...

## Software: Definition

### *Sifter searches for*

Definition of the defined term "Software".

### *Examples*

- I. "Software" means Supplier 's proprietary software components, included as part of the Products , including all improvements, corrections, updates, upgrades and any related documentation and derivatives thereof.
- II. "Licensed Software" means computer programs that are provided by Licensor as part of the Licensed Services pursuant to this Agreement.
- III. [Company] has developed and maintains software which, when used with appropriate third-party software (third-party software and [Company] Software are collectively referred to as "Software") and appropriate hardware, provides institutions with a telephone-based customer interactive solution (collectively referenced as the "Telephone Banking System").



## Software: Intended Use

### *Sifter searches for*

A provision saying that software must be used only for its intended use or as permitted in the agreement.

### ***Pattern 1: Other than Intended***

#### ***Examples***

- I. that the software will not be used other than as permitted in the agreement and will not use the software in a manner inconsistent with its design or documentation.
- II. If the software version you acquired is marked or otherwise intended for a specific or limited use, then you may only use it as specified

### ***Pattern 2: Except as Permitted***

#### ***Examples***

- I. Licensee will not copy or use the Software in any manner except as expressly permitted in this Agreement;
- II. Licensee will not, directly or indirectly, (a) copy the Software or Documentation in any manner or for any purpose; (b) install, access or use any component of the Software or Documentation for any purpose not expressly granted in Section 2 above

## Software: Maintenance and Support

### *Sifter searches for*

References to whether a party is required to provide or pay for, or may obtain, maintenance and support.

### ***Pattern 1: Provide***

#### ***Examples***

- I. During the term of this Agreement, so long as Licensee is not in default, Company shall provide the following maintenance and support services to Licensee.
- II. Company will provide 24 hours of monthly technical support for Project Platform at no additional cost.

### ***Pattern 2: Pay***

#### ***Examples***

- I. For the services provided in Section 9.1 with respect to each Licensed Technology, Licensee shall pay Company the support and maintenance fees set forth in the applicable Technology Schedule and Licensee shall provide Company with the requisite purchase order as soon as practicable after execution of each Technology Schedule and thereafter at least thirty (30) days prior to each applicable payment due date.
- II. Company agrees to provide the maintenance and support specified in this Support Agreement and You agree to pay Company's then-current annual support fee (Support Fee).

## Software: Maintenance and Support

### *Pattern 3: No Obligation*

#### *Examples*

- I. Provider has no obligation to furnish Customer with technical or other support unless otherwise agreed between the Parties or specified in this Agreement.
- II. The Software License Agreement shall not include any obligation on the Seller to provide future upgrades, enhancements, bug-fixes, new versions, maintenance or support with respect to the Licensed Software.

### *Pattern 4: Right*

#### *Examples*

- I. Subject to payment of applicable fees, you may purchase support and maintenance and services from [Company].
- II. End User may obtain support for Software from Company at Company's standard support fees and under Company's standard support terms and conditions in effect at the time the support is requested.

## Software: Modification

### *Sifter searches for*

A provision prohibiting modification of software.

### *Examples*

- I. You shall use the Application strictly in accordance with the terms of the Related Agreements and shall not:(b) make any modification, adaptation, improvement, enhancement, translation or derivative work from the Application;.
- II. You may not, and you may not cause or allow any third party to: (iv) modify, adapt, tamper with, translate, or create derivative works of the Software or the Documentation;

## Software: No Unlawful Use

### *Sifter searches for*

A provision prohibiting unlawful use of software.

### ***Pattern 1: Prohibition***

#### ***Examples***

- I. Except as otherwise expressly provided in this Agreement, the foregoing license grant excludes any right to, and Customer shall not: ... (8) use or allow use of the Software in violation of any applicable law or regulation or to support or facilitate any illegal activity.
- II. Customer may not, directly or indirectly, ... (ii) use the Software in any computer environment not specified in the Agreement, in any unintended or unapproved manner, or in any manner that violates applicable laws or regulations, including U.S. and foreign export control laws and regulations.

### ***Pattern 2: Limited Discretion***

#### ***Example***

- I. You may use the Software only in a manner that complies with all applicable laws in the jurisdictions in which you use it, including, but not limited to, applicable restrictions concerning copyright and other intellectual property rights and/or the export control regulations.

## **Software: No Use by Third Parties**

### *Sifter searches for*

A provision prohibiting the user from permitting others to use the software.

### *Examples*

- I. Customer shall not: (a) modify, create derivative works from distribute, publicly display, publicly perform, or sublicense the Software; (b) use the Software for service bureau or time-sharing purposes or in any other way allow third parties to exploit the Software; or (c) reverse engineer, decompile, disassemble, or otherwise attempt to derive any of the Software's source code.
  
- II. You may reasonably copy the Software to the extent necessary to enable this permitted use of the Software, but you may not copy or distribute the Software to any third parties.

## **Software: Open Source, References To**

### *Sifter searches for*

References to open source software.

### *Examples*

- I. Company will provide Support for open source components created and maintained within the Community and distributed with modifications for Advanced Server by Company.
- II. Such Open Source Software is licensed to you under terms provided by the third party licensors and not the terms of this Agreement.
- III. The Open Source Software is identified in the published documentation for the Software and/or can be found at the following location on Provider's website:

## Software: Proprietary Notices

### *Sifter searches for*

A provision saying that copies of software must contain the same proprietary notices as the original software or saying that the user must not delete any proprietary notices from software.

### ***Pattern 1: Same Notice***

#### ***Examples***

- I. All copies of the Product made hereunder must contain the same proprietary notices that appear on and in the Product.
- II. Customer will retain and reproduce all copyright or proprietary notices in their exact form on all copies (including partial copies) of the Software made by Customer.

### ***Pattern 2: Not Delete***

#### ***Examples***

- I. You will not delete or in any manner alter the copyright, trademark, and other proprietary rights notices or markings appearing on the Software as delivered to you.
- II. You will not and will not allow a third party to: remove, modify, or conceal any product identification, copyright, proprietary, intellectual property notices or other marks on or within the Software;



## Software: Restricting Commercial Use

### *Sifter searches for*

A provision saying the user may not use software for commercial uses.

### ***Pattern 1: Restriction Against Commercial Use***

#### ***Examples***

- I. You agree that you will not: ... j) Use the Product or any part thereof for any commercial purpose, including but not limited to (1) communicating or facilitating any commercial advertisement or solicitation, or (2) gathering or transferring virtual items for sale;
- II. You agree not to use the App and Documents for any commercial, business or resale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

### ***Pattern 2: Non-Commercial Use***

#### ***Examples***

- I. [Company] is intended for personal, noncommercial use by parents to protect their children, by legal guardians to protect their wards, or by adults to protect other adults from whom they have received fully informed consent.
- II. Your license permits you to use the Software solely for your personal, non-commercial purposes; the Software may not be used on any Device that is used in a business or for business purposes.

## Software: Return or Destroy on Termination

### *Sifter searches for*

A provision that refer to the return or destruction of materials.

### ***Pattern 1: Termination***

#### ***Examples***

- I. If the Agreement expires or is terminated, the License will cease immediately and Licensee will immediately cease use of any Software and Documentation and either return to [Company] all copies of the Software and Documentation in Licensee's possession, custody or power or, if [Company] directs in writing, destroy all such copies.
- II. Upon such termination, you shall promptly return or destroy all copies of the Software and Documentation.

### ***Pattern 2: No Agreement or Dispute***

#### ***Examples***

- I. IF YOU REJECT THE TERMS OF THIS AGREEMENT WITHIN 30 DAYS OF THE ORDER DATE, ONLY FOR A NEW LICENSE PURCHASE, DO NOT USE THE SOFTWARE AND CONTACT GOVERLAN FOR TERMS OF RETURNING THE SOFTWARE FOR A REFUND.
- II. If Licensee reports in writing to [Company] a breach of the foregoing warranty during the Warranty Period, [Company], at its option, after return of the defective software media, will either replace such media or refund the applicable license fee received by [Company] and terminate this Agreement.

## Software: Return or Destroy on Termination

### *Pattern 3: Transfer*

#### *Examples*

- I. When you transfer this license, your right to use the software and documentation ends, and you must destroy or remove all copies of the SOFTWARE PRODUCT in your possession.
- II. Upon transfer of the Software License Customers rights under the License will terminate and Customer will immediately deliver the Software and all copies to the transferee.

### *Pattern 4: Refund or Defect*

#### *Examples*

- I. Refunds: If you purchase a product by [Company] from the [Company] digital store, you can return the software within 30 days and get a full refund.
- II. If Licensee discovers within this period that the Software fails to substantially conform to the documentation, Licensee must promptly notify [Company] in writing and obtain a Return Material Authorization (RMA) and a RMA number from [Company] prior to return of the defective Software.
- III. In case of defect, you must return the Software media to [Company] with a copy of your receipt and within the warranty period for replacement.

## **Software: Service Bureau or Timesharing**

### *Sifter searches for*

A provision prohibiting use of software for service-bureau work or time-sharing purposes.

### *Examples*

- I. You may not, and may not permit any third party to: use any Solution to manage the facilities of a third party or grant any third party access to or use of any Solution on a service bureau, timesharing, subscription service or application service provider or other similar basis;
- II. In no case you may permit third parties to benefit from the use or functionality of the Product via a time sharing, service bureau or other arrangement, except to the extent such use is specified in the application price list, purchase order or product packaging for the Product.

## Software: Source Code Escrow Release Conditions

### *Sifter searches for*

A provision stating conditions for release of source code escrow.

### *Examples*

- I. If event \_\_\_ occurs, Service Provider shall return to Customer source code held in Escrow.
- II. Party shall hold Source Code until specified event.
- III. The [Company] Parties shall not seek the release of any Escrowed Property from the Escrow Account unless such release is in compliance with the terms of the Indenture and the Escrow Agreement.

## Software: Source Code Escrow Required

### *Sifter searches for*

A provision that provides for a source code escrow.

### *Examples*

- I. Within [ESCROW DELIVERY DAYS] Business Days' after delivering the object code of the [DELIVERABLE] to [PARTY B], [PARTY A] shall deposit one copy, on [PARTY B]'s behalf, of the [DELIVERABLE] in source code with an escrow agent specializing in software escrows who the parties agree on in writing.
- II. Notwithstanding the foregoing, and at the request of the applicable Participating Member, Licensor shall place the current and all future major versions of the Source Code to the Licensed Programs that are provided to Participating Members during the terms of each Member Agreement, together with adequate instructions, passwords and skill sets necessary for the operation thereof, into escrow, at Licensor's expense, with a mutually agreeable escrow agent that is recognized in the software industry in accordance with the terms and conditions of a software escrow agreement ("Software Escrow Agreement") agreed to by the Participating Member and Licensor. In the event that there is a "Release Event" as defined in the Software Escrow Agreement, the Source Code for the Licensed Product shall be released to the applicable Participating Member who shall be entitled to use it for the sole purpose of supporting the use of such Licensed Programs during the term of the applicable Member Agreement.

## Software: Transfer

### *Sifter searches for*

A provision prohibiting transfer of software.

### ***Pattern 1: Prohibitory***

#### ***Examples***

- I. The parties may not amend this Agreement, except by written agreement of the parties. The End User shall not: (c) sell, lease, rent, transfer, hire-out, license, sublicense, assign, distribute, publish, charge, pledge, encumber, commercially exploit, or otherwise deal with the Software, or have any software written or developed that is based on or derived from the Software.
- II. You may not assign your rights and obligation under this Agreement, or redistribute, encumber, sell, rent, lease, sublicense, or otherwise transfer to this Software Product without first obtaining the express written consent of [Company].

### ***Pattern 2: Non-Transferable Grant***

#### ***Examples***

- I. Company grants You a revocable, non-exclusive, non-transferable, limited right to install and use the Application on a single Mobile Device owned and controlled by You, and to access and use the Application on such Mobile Device strictly in accordance with the terms and conditions of this License.
- II. Subject to the terms and conditions of this Agreement, [Company] hereby grants to you a non-exclusive, non transferable right to use the Software (for the purpose of this Agreement, to use the Software includes to download, install, and access the Software) listed in the Grant Letter solely for your own internal business operations.

## Software: Uninterrupted and Error-Free

### *Sifter searches for*

Provisions addressing whether the use of software must be uninterrupted or error-free or both.

### ***Pattern 1: Uninterrupted***

#### ***Examples***

- I. [Company] does not warrant that the Software or Documentation will meet Licensee's requirements or that Licensee's use of the Software will be uninterrupted or error free.
- II. [Company], [Company] LICENSORS AND CHANNEL PARTNERS DO NOT MAKE, AND HEREBY DISCLAIM, ANY AND ALL EXPRESS, IMPLIED OR STATUTORY WARRANTIES, INCLUDING IMPLIED WARRANTIES OF CONDITION, UNINTERRUPTED USE, MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OF THIRD PARTY RIGHTS, AND WARRANTIES (IF ANY) ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

### ***Pattern 2: Error-Free***

#### ***Examples***

- I. [Company] does not warrant that the Software or Documentation will meet Licensee's requirements or that Licensee's use of the Software will be uninterrupted or error free.
- II. The Licensee acknowledges that:
  - (a) the Software may not be error-free,
  - (b) the Software has not been developed to meet the specific requirements of the Licensee, and accordingly the Licensee will be responsible for ensuring that the Software is suitable to meet the Licensee's requirements.



## Software: Updates

### *Sifter searches for*

References to providing or purchasing software or documentation updates.

### *Examples*

- I. During the first year following purchase of the License, [Company] will provide You, at no additional charge, “Maintenance” which includes the following benefits: (i) free updating to new versions of the Software, (ii) advice on installation and operation of the Software, (iii) advice in dealing with bugs or other technical issues of the Software, and (iv) volume discounts on future License purchases.
- II. “Updates” are related to content of the Software, including, without limitation, all DATs, signature sets, policy updates, and database updates for the Software, and that are made generally available to [Company]’s customer base as a part of purchased Support and which are not separately priced or marketed by [Company].
- III. 14.2 Support & Maintenance does not apply to any changes, errors or defects that arise in the following circumstances; I. Customer's failure to implement all updates, upgrades or modifications which have been provided by [Company] as part of the Support & Maintenance services.
- IV. The Software distributed and licensed to You hereunder, including, if and when provided, any updates furnished to You for free or for additional fees, is proprietary to [Company] or its licensors ([Company] and licensors hereafter referred to as "Licensor").

## Software: Warranty of Function

### *Sifter searches for*

Provisions stating that the software will perform in accordance with the documentation or stating that the software will be free of defects.

### *Examples*

- I. Subject to the remainder of this Section 6, Vendor warrants to you that the application will perform, or will be performed, substantially in accordance with the Documentation for a period of 30 days following your initial acquisition of the Solution.
- II. [Company] warrants that during the term of any Subscription, the Software and Server Services will conform, in all material respects, with the applicable Product Specification.
- III. For a period of one hundred and eighty (180) days, (the Software Warranty Period) beginning on the date of delivery of the Software to Licensee, Licensor warrants that all Software shall substantially operate as described in the Documentation and Specifications described herein (the Software Warranty).

## Special Categories of Data: Definition

### *Sifter searches for*

A definition of the defined term "Special Categories of Data".

### *Example*

- I. Special Categories of Data means: (i) personal data revealing racial or ethnic origin, (ii) political opinions, (iii) religious or philosophical beliefs, (iv) trade union membership, (v) genetic data and biometric data processed for the purpose of uniquely identifying a natural person, (vi) data concerning health, (vii) data concerning a natural person's sex life or sexual orientation.

## Sponsored Research: Allowable Costs, References To

### *Sifter searches for*

References to allowable costs.

### *Examples*

- I. If the Parties cannot agree whether a particular Cost is an Allowable Cost or a Disallowable Cost according to this Clause, the matter shall be resolved in accordance with Part [x] (Dispute Management).
  
- II. Should the Contractor become aware that it has incorrectly determined an Allowable Cost as a Disallowable Cost and accordingly wishes to claim such Cost as an Allowable Cost, it shall be entitled to make such claim.
  
- III. Maximum Allowable Cost or MAC means the unit price that has been established by [Company] for a drug with more than two sources included on the MAC drug list applicable to the Collaborative, which list may be amended from time to time by [Company] in maintaining its Generic Drug pricing program.

## Sponsored Research: Costs Exceeding Budget

### *Sifter searches for*

A provision that addresses the possibility of costs for a research project exceeding what is budgeted and the sponsor paying more.

### ***Pattern 1: Exceed***

#### ***Examples***

- I. In consideration of the foregoing, the Sponsor will reimburse each of the Medical Colleges for all direct and indirect (Facilities & Administrative, or F&A) costs incurred in the performance of the Research, which shall not exceed the total estimated project cost of \$# for [Company A] and \$# for [Company B], without written authorization from the Sponsor.
- II. During the term of the Research, if University discovers that the expenditures are expected to exceed the amount of Funds, University may request additional Funds from Sponsor which Sponsor may elect to provide in its reasonable discretion.

### ***Pattern 2: Additional***

#### ***Examples***

- I. If at any time Institution determines that it will require additional funds for the Sponsored Research, it shall notify Sponsor and provide an estimate of the additional amount.
- II. The University is not obligated to expend any other funds on the Work, and the Sponsor is not obligated to pay the University in excess of the stated amount.

## **Sponsored Research: Employees and Agents Assign Intellectual Property to the Institution**

### *Sifter searches for*

A provision relating to employees and agents of the institution assigning to the institution rights to intellectual property arising from the research.

### *Examples*

- I. [University] further represents that the Principal Investigator and any other [University] personnel assisting the Principal Investigator with performance of the Sponsored Research on behalf of [University] shall be under a duty to assign their entire right, title and interest in and to [University] Intellectual Property to [University].
- II. UNIVERSITY agrees that it will cause to be signed by concerned UNIVERSITY personnel all documents of assignment or other documents necessary to obtain patent protection as set forth above, and that UNIVERSITY will do whatever SPONSOR reasonably requests to obtain and maintain such patent rights, at the expense of SPONSOR.
- III. Each party, represents, warrants and agrees that unless otherwise agreed in writing by the other party, it will not allow any officer, director, employee, consultant, member of its faculty or scientific staff, student, consultant, contractor, scientific advisory board member, or other person to work on a Project on its behalf unless such person has agreed to assign to that party any inventions, discoveries, or other intellectual property that such person may generate in connection with such work.

## **Sponsored Research: Fundamental Research, References To**

### *Sifter searches for*

References to fundamental research.

### *Examples*

- I. In most situations, the UNIVERSITY relies on the fundamental research exclusion from export control laws, but makes no representation as to whether SPONSOR's conveyance of information or material to the UNIVERSITY pursuant hereto would be covered by the export control laws.
- II. Results of University's research are excluded from export control due to exclusions in the laws available for fundamental research.
- III. Export Controlled Information does not include information in the public domain, as that term is defined in the applicable regulations (EAR Part 772 or ITAR 120.11); information concerning general scientific, mathematical or engineering principles commonly taught in universities; basic marketing information on function or purpose or general system descriptions, or information resulting from the performance of fundamental research.

## **Sponsored Research: Granting the Sponsor an Option to Negotiate a License**

### ***Sifter searches for***

A provision that grants the sponsor an option to negotiate a license.

### ***Examples***

- I. Each of the Medical Colleges grants to the Sponsor an exclusive ninety (90) day option (from date of notification of the Medical Colleges Invention) to negotiate for the acquisition of a license, to such Medical Colleges Inventions on reasonable terms and conditions to be negotiated in good faith between Medical Colleges and Sponsor.
- II. In consideration of Sponsor's funding of the Sponsored Research and payment for intellectual property expenses as provided for in Section 7.3, Institution grants Sponsor a first option to negotiate to acquire a license on commercially reasonable terms to practice Institution Intellectual Property.
- III. For any UNIVERSITY Invention or Joint Invention, UNIVERSITY grants to SPONSOR (a) a non-exclusive, non-transferrable, royalty-free license to practice the Invention for non-commercial purposes; and (b) the option to negotiate a non-exclusive royalty commercial license.



## **Sponsored Research: If the Principal Investigator Is Unable to Continue to Serve**

### *Sifter searches for*

A provision stating what happens if the principal investigator is unable to continue to serve.

### ***Pattern 1: Unable***

#### ***Examples***

- I. If, for any reason, either Principal Investigator is unable to continue to serve as the respective [Company]'s Principal Investigator, and a successor acceptable to both the respective [Client] and the Sponsor is not available, this Agreement shall be terminated as provided in Article 6.
- II. In the event that the Principal Investigator becomes unable or unwilling to continue the Research Project, and a mutually acceptable substitute is not available, University and/or Sponsor shall have the option to terminate said Research Project in accordance with Article 9.

### ***Pattern 2: Unavailable***

#### ***Examples***

- I. If for any reason the Principal Investigator(s) becomes unavailable, the University shall notify the Sponsor with an appointment of a successor Principal Investigator chosen by the University.
- II. If the services of the Principal Investigator become unavailable to Institution for any reason, Institution shall be entitled to designate another member of its faculty who is acceptable to Sponsor to serve as the Principal Investigator of the Sponsored Research.

## Sponsored Research: If Option Not Exercised or No License Agreement

### *Sifter searches for*

A provision saying what happens if the sponsor doesn't exercise its option to negotiate a license or the parties don't enter into a license agreement.

### ***Pattern 1: Enter***

#### ***Examples***

- I. If Sponsor and University fail to enter into an agreement, the rights to such inventions and discoveries shall be disposed of in accordance with University policies, with no obligation to Sponsor.
- II. If the parties fail to enter into a license agreement within the License Option Period under the provisions of this Section 7.1, University rights in University Inventions and Joint Inventions shall be disposed of in accordance with University policies with no further obligations to Sponsor.

### ***Pattern 2: Expiration***

#### ***Example***

- I. After expiration of the Negotiation Period, Sponsor shall have no further rights to Rice Intellectual Property.

### ***Pattern 3: Exercise***

#### ***Examples***

- I. If Sponsor does not exercise its right to negotiate a license during the Election Period or the parties fail to execute a license agreement prior to the end of the Negotiation Period, then [University] shall be free to exploit or license its interests in the [University] Project Intellectual Property or Joint Project Intellectual Property without further obligation to Sponsor.
- II. If Sponsor fails to exercise its option within [\*\*] after disclosure of any [University] Intellectual Property to Sponsor, or if the Sponsor fails to make payment for intellectual property expenses as provided for in Section 5.3, Penn shall be free to license the applicable [University] Intellectual Property to any party upon such terms as Penn deems appropriate, without any further obligation to Sponsor.

## **Sponsored Research: Institution Involved in Other Research**

### ***Sifter searches for***

A provision that anticipates the possibility of the institution, or project researchers, being involved in other research projects.

### ***Pattern 1: Discretion***

#### ***Examples***

- I. It is understood that the University and the personnel performing the Research hereunder may be involved in other activities and projects which entail pre-existing commitments to other sponsors.
- II. Sponsor understands that University may be involved in similar research through other researchers on behalf of itself and others.

### ***Pattern 2: Prohibition***

#### ***Example***

- I. Nothing in this Agreement shall be construed to limit the freedom of researchers who are participants in this Agreement, whether paid under this Agreement or not, from engaging in similar research inquiries made independently under other grants, contracts or agreements with parties other than the Sponsor.

## Sponsored Research: Interim Reports

### *Sifter searches for*

A provision requiring the party conducting research to submit interim oral or written reports on progress of the research.

### ***Pattern 1: Interim***

#### ***Examples***

- I. The University shall furnish to Sponsor during the term of this Agreement periodic informal reports regarding the progress of the Research.
- II. From time to time during the Term, and upon Sponsor's request, [University] will provide Sponsor with written reports of Research progress ("Interim Reports").

### ***Pattern 2: Period***

#### ***Examples***

- I. The Principal Investigator agrees that Sponsor shall be advised of the progress of the Research Program by verbal reports as reasonably requested by Sponsor and by written reports reviewing such progress prepared under the supervision of the Principal Investigator and submitted to Sponsor following the written request of Sponsor, but no more frequently than semi-annually during the Performance Period.
- II. Company shall provide [Company] with (i) quarterly technical reports on the progress of the Sponsored Research within [\*\*] after the end of each calendar quarter during the Research Period and (ii) a final report on the results of the Sponsored Research (the "Final Report") within [\*\*] after the expiration or earlier termination of the Research Period.

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## LEGALSIFTER REVIEW and LEGALSIFTER ORGANIZE

### **Sponsored Research: Keeping Invention Disclosures Confidential**

#### *Sifter searches for*

A provision requiring that a party to whom inventions are disclosed keep them confidential.

#### ***Pattern 1: Keep Confidential***

##### ***Examples***

- I. SPONSOR shall treat all UNIVERSITY Invention Disclosures as Confidential Information.
- II. Intellectual Property Disclosures made by [University] pursuant to this section, and any related discussions between Sponsor and [University] shall be kept confidential by Sponsor, and shall not be further disclosed or used by Sponsor in any manner inconsistent with the provisions of this Agreement.

#### ***Pattern 2: Not Disclose***

##### ***Examples***

- I. Disclosures made by [University] pursuant to this section and any documents and discussions between Sponsor and [University] directly relating to the Disclosures shall be kept confidential and shall not be disclosed to third parties or used in any manner except in connection with the performance of obligations under this Agreement, unless and until they become publicly available through no fault of Sponsor.
- II. The party receiving such disclosure agrees to hold it in confidence and will not further disclose or use the invention in ways not previously agreed under this Agreement or in a separate written agreement between the parties.

#### ***Pattern 3: Definition***

##### ***Examples***

- I. Confidential Information of the Parties includes, but is not limited to inventions, invention disclosures, evaluations and assessments of inventions, patent applications and other filings, legal instruments, biological materials, processes, methods, formulae, prototypes, devices, computer software, copyrighted works, experimental data, the potential intellectual property rights therein, and all business and legal arrangements discussions by or on behalf of the Parties.

## **Sponsored Research: No Guarantee of Results**

### ***Sifter searches for***

A statement to the effect that the institution does not guarantee results of the research project.

### ***Pattern 1: No Guarantee***

#### ***Examples***

- I. Sponsor acknowledges that the Research is a scientific undertaking and consequently, [University] will not guarantee any particular outcome.
- II. Research results, deliverables, reports, IP disclosures and IP provided by University are provided strictly “as-is” without any other warranty or guarantee of any kind.

### ***Pattern 2: No Warranty***

#### ***Examples***

- I. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE UNIVERSITY MAKES NO WARRANTIES EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER, INCLUDING, WITHOUT LIMITATION, THE RESULTS OF THE RESEARCH, TANGIBLE OR INTANGIBLE, CONCEIVED, DISCOVERED, OR DEVELOPED UNDER THIS AGREEMENT; OR THE MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE RESEARCH RESULTS.
- II. Specifically, and without limiting the foregoing, (i) the Parties acknowledge and agree that no outcome or success is or can be assured with respect to the Sponsored Research and (ii) except as specifically set forth in this Agreement, no Party and no Participating Institution makes any warranty or representation: (a) regarding the validity, scope or results of any Sponsored Research or any intellectual property rights opted or granted hereunder; and (b) that the exploitation of any intellectual property developed hereunder shall not infringe any patents or other intellectual property rights of a Third Party.

***Pattern 3: As-Is***

***Examples***

- I. RESEARCH RESULTS ARE PROVIDED AS IS.
- II. Research results, deliverables, reports, IP disclosures and IP provided by University are provided strictly “as-is” without any other warranty or guarantee of any kind.

***Pattern 4: Unpredictable***

***Examples***

- I. Company understands that because the Project is experimental in nature, the outcome is inherently uncertain and unpredictable.

## **Sponsored Research: Notice of Inventions**

### ***Sifter searches for***

A provision requiring that a party notify the other party of inventions, including, in the case of a university, invention disclosures submitted to the university office responsible for coordinating inventions.

### ***Examples***

- I. Each Party will promptly notify the other of any Joint Inventions.
- II. University shall promptly disclose to Sponsor any Subject Inventions.
- III. During the Term, [University] shall disclose to Company in writing any patentable invention that is conceived and reduced to practice by Broad in the performance of the Sponsored Research reasonably promptly after the Office of Strategic Alliances and Partnering of [University] is informed of such patentable invention (each such patentable invention and any patent rights therein an “Invention,” and each such written disclosure a “Disclosure Notice”).



## **Sponsored Research: Period for Exercising Option or Negotiating License**

### ***Sifter searches for***

Provisions stating a period for exercising an option or negotiating a license.

### ***Pattern 1: Exercise***

#### ***Examples***

- I. Such option and first right shall be exercisable by the SPONSOR for a period of twelve (12) months after the completion of the research described in Exhibit 1.
- II. Sponsor must exercise the option in writing to Institute within three (3) months after the Institute discloses the invention to Sponsor.

### ***Pattern 2: Notify***

#### ***Examples***

- I. Sponsor shall have three (3) months from disclosure of any invention or discovery to notify University that it wants to enter into such a license agreement.
- II. A Sponsor Entity shall then have ninety (90) days from receipt of such disclosure of any University Invention or Joint Invention to notify University of its desire to enter into such a license agreement, and a non-binding term sheet and thereafter a license agreement shall be negotiated in good faith within a period not to exceed six (6) months ("License Option Period") from the applicable Sponsor Entity's notification to University of its desire to enter into a license agreement.

### ***Pattern 3: Negotiate***

#### ***Examples***

- I. A non-binding term sheet and thereafter a license agreement shall be negotiated in good faith within a period not to exceed six (6) months ("License Option Period") from the applicable Sponsor Entity's notification to University of its desire to enter into a license agreement, or such period of time as the parties shall mutually agree in writing.
- II. The negotiation period for the sole license will be 60 days from the Effective Date of this Agreement.

## **Sponsored Research: Project Is Consistent with the Institution's Mission**

### *Sifter searches for*

A statement that the research project is consistent with the institution's mission.

### *Examples*

- I. Sponsor acknowledges that Institution and the Principal Investigator shall have the freedom to conduct and supervise the Sponsored Research in a manner consistent with Institution's educational and research missions.
- II. SPONSOR acknowledges that [Company] and the PRINCIPAL INVESTIGATOR shall have the freedom to conduct and supervise the SPONSORED RESEARCH in a manner consistent with [Company]'s educational and research missions.
- III. Sponsor understands that [Company]'s primary mission is education and advancement of knowledge and, consequently, the research will be designed to carry out that mission.

## **Sponsored Research: Publications and Publicity, References To**

### *Sifter searches for*

References to publications or publicity related to the research.

### *Examples*

- I. University shall have the right, consistent with academic standards, to publish the results of Research provided such publication does not constitute a violation of Section [x].
- II. University shall provide Sponsor a copy or notice of any publication in any scholarly journal that includes a report of the results of the Project.
- III. The Principal Investigator has the right to publish or otherwise publicly disclose information gained in the course of the Research Program.

## **Sponsored Research: Publications Are Subject to Review**

### ***Sifter searches for***

A provision that gives the sponsor a period to review a publication.

### ***Pattern 1: Before***

#### ***Examples***

- I. University shall furnish Sponsor with copies of any proposed publication or presentation at least thirty (30) days before submission of such proposed publication or presentation, or at least five (5) days before submission of any proposed abstracts.
- II. In order that Sponsor may (i) assess the patentability of any invention described in the material, and (ii) review the material for Confidential Information provided by the Sponsor, [Company Name] will submit any proposed publication or presentation materials to Sponsor for review and comment at least thirty (30) days prior to planned submission of such proposed publication or presentation.

### ***Pattern 2: Days***

#### ***Examples***

- I. Each Medical College will be free to publish or otherwise disseminate the results of the Research after providing the Sponsor with a thirty (30) day period in which to review each publication or abstract submission to identify patentable subject matter and to identify any inadvertent disclosure of the Sponsor's proprietary information.
- II. The University agrees, however, that during the term of this Agreement and for 6 months thereafter, the Sponsor shall have 45 days to review and comment on any proposed publication of research data, information and results arising from work under this Agreement.

***Pattern 3: Delay***

***Examples***

- I. 9.2 Upon notice by the Sponsor that the Sponsor reasonably believes a patent application relating to an Invention should be filed prior to the publication or presentation, Sponsor may request the University to delay the publication or presentation of the Work in writing during the Review Period and the University may delay submission of the publication or presentation for up to sixty (60) days from the date of the Sponsors request or until a patent application or applications are filed.
- II. In the event that the reviewing Party desires such filing, the submitting Party shall withhold publication or disclosure of such proposed disclosure until the earlier of (i) the date a patent application is filed thereon, or (ii) the date the Parties determine after consultation that no patentable invention exists, or (iii) 90 days after receipt by the submitting Party of the reviewing Party's written notice of the reviewing Party's desire to file such patent application.
- III. if the Reviewing Party determines that its Confidential Information or an invention would likely be disclosed by the proposed public disclosure, it shall so advise the Disclosing Party within such thirty (30) day period, whereupon (a) the Disclosing Party shall delete all references to such Confidential Information and (b) the Disclosing Party shall postpone the proposed publication or presentation for up to an additional forty-five (45) days to afford the Reviewing Party the opportunity to prepare and file one or more patent applications with respect thereto.

## **Sponsored Research: Publishing Research Findings, References To**

### *Sifter searches for*

References to the publication of research findings.

### *Examples*

- I. This Agreement shall not be interpreted to prevent or delay publication of research findings resulting from the use of the Material or the Modifications.
  
- II. As and for so long as the Licensee complies with all of the terms of this Agreement, [Party] as author grants the Licensee the non-exclusive license to use the Data for researching and publishing research results, viewing, making available to the public, manipulating, altering, further processing, and using the Data in any other software for Non-Commercial Academic Use.
  
- III. The involved party is legally obliged to refrain from publishing research results during the research project without the written consent of the university, and to refrain from otherwise disclosing research results – even in the pre-publication phase – to third parties, unless the university intends to publish.

## Sponsored Research: Right to Use Copyrightable Materials

### *Sifter searches for*

A provision, expressed by means of a license or otherwise, that gives a party the right to use the other party's copyrightable materials.

### ***Pattern 1: Discretion***

#### ***Examples***

- I. For computer software and its documentation, and/or informational databases, which are required to be delivered to the SPONSOR in accordance with APPENDIX A, SPONSOR shall have a royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works based upon, and display, such computer software and its documentation, and/or databases, for internal, non-commercial purposes.

### ***Pattern 2: License***

#### ***Examples***

- I. For any copyrights or copyrightable material other than computer software and its documentation and/or informational databases required to be delivered in accordance with Attachment A, Sponsor is hereby granted an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, distribute and perform all such copyrightable materials for Sponsor's internal purposes.
- II. [University] hereby grants Sponsor an option, for a period of six (6) months from date Sponsor receives written notification from [University] of an Invention or Copyright, to negotiate in good faith a royalty-bearing license to such Invention or Copyright as provided in Section 7.6.

## Sponsored Research: Right to Use Research Results

### *Sifter searches for*

A provision that allows one or more parties to use research results.

### ***Pattern 1: Discretion***

#### ***Examples***

- I. Sponsor shall have the right to use Research Results disclosed to Sponsor in records and reports for any reasonable purpose. Sponsor shall need to obtain a license from Institution to use Research Results if such use would infringe any copyright or any claim of a patent application or issued patent owned by Institution.
- II. Sponsor shall have the right to review, disclose and use the Data as Sponsor, in Sponsor's sole discretion, deems appropriate including, but not limited to, in submissions to the United States Food and Drug Administration and/or other regulatory authorities, subject to [University]'s publication rights in Section 6 below.

### ***Pattern 2: License***

#### ***Examples***

- I. Institution and the Principal Investigator hereby grant Sponsor a non-transferable, non-exclusive, royalty-free right to copy, reproduce and distribute any research reports furnished to Sponsor under this Agreement. Sponsor may not charge fees for said research reports, use said research reports for advertising or promotional activities, or alter or modify said research reports without the prior written permission of the Institution.
- II. UNIVERSITY hereby grants SPONSOR a non-exclusive, worldwide, royalty-free, perpetual license to use any results of the Research Program (including without limitation all discoveries, data, Program Materials, and Inventions not exclusively licensed to SPONSOR under Section 8.3) for internal research purposes.



## **Sponsored Research: Sponsor Asks Institution to File Patent Applications**

### **Sifter searches for**

Provisions giving the sponsor the right to ask the institution to file patent applications.

### ***Examples***

- I. If Sponsor directs within thirty (30) days of receipt of conceived Intellectual Property that a patent application or application for other intellectual property protection be filed, University shall promptly prepare, file, and prosecute such U.S. and foreign application in University's name.
- II. University may file patent applications at its own discretion and expense or at the written request of the Sponsor at Sponsor's expense.
- III. If INSTITUTION chooses not to seek protection for INSTITUTION OR JOINTLY DEVELOPED INTELLECTUAL PROPERTY, INSTITUTION agrees, if requested by COMPANY, to help COMPANY, or anyone COMPANY designates, prepare, file, prosecute, issue, and maintain patent or copyright applications or seek other protection relating to INSTITUTION OR JOINTLY DEVELOPED INTELLECTUAL PROPERTY licensed to COMPANY hereunder, at no cost to INSTITUTION.

## Sponsored Research: Sponsor Pays Patent-Application Expenses

### Sifter searches for

A provision requiring the sponsor to pay patent-application-related fees.

#### *Pattern 1: Pay*

##### *Examples*

- I. [University] shall have the right to prepare, file, prosecute and maintain patent applications and patents for any Inventions included in the [University] Project Intellectual Property; however, [University] will not be obligated to do so unless Sponsor has agreed in writing, including by exercise of its right to negotiate in Section 11.1 to reimburse [University]'s expenses.
- II. Sponsor may request that the Institute file a patent application covering Institute IP or Joint IP, provided Sponsor agrees to reimburse Institute for all patent costs.

#### *Pattern 2: Expense*

##### *Examples*

- I. In the event that the Company sends a Patent Notice to the Institute within the Invention Notice Period, to file one or more patent applications the Institute shall cause patent applications to be filed and prosecuted in its name, at the expense of the Company, for those Intellectual Property Inventions identified in the Patent Notice ("Patent Inventions").
- II. UNIVERSITY also will, at SPONSOR'S request and expense, file patent applications in the United States for UNIVERSITY or Joint Inventions.
- III. If Sponsor directs that a patent application for a [University] Invention or Joint Invention be filed, [University] shall promptly prepare, file, and prosecute, at the expense of Sponsor, using patent counsel reasonably acceptable to Sponsor.

## Sponsored Research: Submitting a Final Report

### *Sifter searches for*

A provision stating when the institution has to give the sponsor a final report.

### ***Pattern 1: Within***

#### ***Examples***

- I. A final report of the progress of the work shall be made to the Sponsor by each Medical College's Principal Investigator within three months of completion of that Medical College's Research tasks.
- II. Company shall provide [Company] with (i) quarterly technical reports on the progress of the Sponsored Research within [\*\*] after the end of each calendar quarter during the Research Period and (ii) a final report on the results of the Sponsored Research (the "Final Report") within [15 days] after the expiration or earlier termination of the Research Period.
- III. A final report setting forth the accomplishments and significant research findings will be prepared by [Company] and submitted to Sponsor within 90 days of the expiration of Agreement.

### ***Pattern 2: Upon***

#### ***Examples***

- I. [Company] will provide Sponsor with a comprehensive final report upon completion or early termination of the Research Project and such other interim reports as Sponsor may reasonably request.
- II. University shall provide Sponsor with a final written report upon completion of the Project or upon earlier termination of this Agreement.

## **Sponsored Research: The Standard for Performing Research**

### ***Sifter searches for***

A provision stating the standard the sponsor must meet in performing the research.

### ***Pattern 1: Efforts***

#### ***Examples***

- I. Institution shall commence the Sponsored Research after the Effective Date of this Agreement and upon payment by Sponsor of any funds owed, and shall use good faith efforts to conduct such Sponsored Research substantially in accordance with the terms and conditions of this Agreement.
- II. Subject to the terms and conditions of this Agreement, University will use reasonable efforts to perform research in accordance with its proposal entitled "\_\_\_\_\_", (hereinafter "Research") which is attached as Exhibit A, and incorporated herein solely for the purpose of describing the Research.
- III. Institution will use its own facilities and its reasonable efforts to conduct the Project.

### ***Pattern 2: Competent***

#### ***Examples***

- I. Institution will conduct the Project in accordance with generally-accepted professional standards of workmanship and effort at a quality comparable to research performed at major public and private research universities within the United States.
- II. Foundation agrees to perform and complete in a competent manner all of the work and services detailed in the scope of work attached as Exhibit A.

## Sponsored Research: Title to Equipment

### *Sifter searches for*

Provisions stating that the institution retains title in any equipment it purchases to perform the research.

### ***Pattern 1: Retain***

#### ***Examples***

- I. University shall retain title to any equipment purchased by Sponsor for the Project or purchased with funds provided by Sponsor under this Agreement.
- II. The University shall hold title in any equipment and materials that the University purchases, acquires, or fabricates with funds provided by Sponsor as authorized under this Agreement.

### ***Pattern 2: Title Remains***

#### ***Examples***

- I. Title to all equipment and property purchased by UNIVERSITY under this Agreement will be in and remain with UNIVERSITY even after completion or termination of the AGREEMENT except for those items which may be designated as deliverables in Exhibit A.

### ***Pattern 3: Property Of***

#### ***Examples***

- I. All equipment purchased with funds provided under this Agreement for use in connection with this Agreement shall be the property of the University, and shall be dedicated first to providing research under this Agreement while this Agreement is in effect.

## Sponsored Research: Total Payment

### *Sifter searches for*

A statement of what the sponsor pays the institution for the research, whether it's a single payment or in installments and whether it's a fixed amount, a maximum, or a minimum.

### ***Pattern 1: Obligation***

#### ***Examples***

- I. As consideration for University's performance, Sponsor will pay the University an amount equal to its expenditures and reasonable overhead in conducting the Research Program subject to a maximum expenditure limitation of \$\_\_\_.
- II. [Company A] shall pay [Researcher] ## dollars for the Stage II Research, plus the cost of materials to the extent that [Company A] has provided prior authorization for such cost.

### ***Pattern 2: Authorizes***

#### ***Examples***

- I. Sponsor authorizes a total fixed price of \$### for Year 1.

### ***Pattern 3: Equals***

#### ***Examples***

- I. The aggregate Support Payments made to Institute shall not be less than (i) \$\_\_\_\_\_ per year in the two-year period beginning on the Effective Date and (ii) \$\_\_\_\_\_ per year for each year thereafter during the Term.

## **Sponsored Research: Who Controls How the Project Is Performed**

### ***Sifter searches for***

A provision stating who controls how the research is performed.

### ***Pattern 1: Performing***

#### ***Examples***

- I. University shall have the right to identify and implement the method, details, and means of performing the Research for Sponsor.
- II. The manner of performance of the Research Program shall be determined solely by the Principal Investigator.
- III. Subject to the foregoing, Broad shall have sole discretion over the selection, planning and performance of the Sponsored Research, and over allocation of the Research Funding to the Sponsored Research; provided, however that the Sponsored Research shall not include human germline modification, including intentionally modifying the DNA of human embryos or human reproductive cells.

### ***Pattern 2: Direction***

#### ***Examples***

- I. The Research Project shall be under the direction of the Principal Investigator.
- II. The University shall have sole control, supervision and direction of the Project and shall alone be responsible for the manner in which the Project is performed.

## **Sponsored Research: Who May File Patent Applications**

### **Sifter searches for**

A provision stating that the institution may file patent applications or that the sponsor may file patent applications.

### ***Examples***

- I. The University may elect to file and prosecute a patent application on any University Invention described in any such invention disclosure.
- II. University may, in its discretion, file for and maintain Intellectual Property Protections anywhere in the world for any or all University Intellectual Property.
- III. In the event University and/or Agency believes that such intellectual property involves a patentable invention, University shall have the first right to file the patent application(s) if the invention solely involves University intellectual property and the Agency shall have the first right to file the patent application(s) if the invention involves Agency intellectual property and/or Joint intellectual property.



## **Standard of Care: Definition**

### *Sifter searches for*

A definition of the defined term "Standard of Care".

### *Examples*

- I. Section 19.1 of the contract refers to Standard of Care.
- II. "Standard of Care" means...

## Standstill Provisions

### *Sifter searches for*

Provisions prohibiting the buyer's acquisition of securities or other rights in the seller, involvement in the solicitation of proxies with respect to the voting of securities of the seller, and other similar activities.

### *Examples*

- I. Neither [Company] nor any of its directors, officers, agents or representatives shall directly or indirectly solicit or encourage any inquiries with respect to any proposal (each, an "Acquisition Proposal") which could reasonably be expected to lead to, the merger, consolidation, acquisition, or sale of all or substantially all of the assets or any shares of capital stock of [Company], but [Company] and/or any of its directors, officers, agents or representatives may provide information and negotiate with respect to any unsolicited Acquisition Proposal.
- II. In the event [Company] undertakes an initial public offering of its securities ("IPO"), and to the extent the Communication is extraneous to, or in addition to, the information contained in the offer documents filed by [Company] for this purpose with the relevant authorities, you undertake not to, directly or indirectly, alone or in concert with others, participate in the IPO.
- III. Until the after the termination of this Agreement, neither Party nor any of their Affiliates shall (a) purchase any shares of Company Stock or any security of the Company that is convertible into Company Stock in the open market or in privately negotiated transactions or (b) form, join or in any way participate in a "group" (as defined in Section 13(d)(3) of the Exchange Act) in connection with any of the foregoing or (c) commence a tender offer or exchange offer.

## Statement of Work: Definition

### *Sifter searches for*

A definition of the defined term "Statement of Work" and variants.

### *Examples*

- I. "Scope of Work" means specific requirements regarding the Work , including the Technical Specifications for the Project, specifically as set forth in Exhibit 2.2.
- II. "Statement of Work" means each Statement of Work entered into by the parties and attached to this Agreement , substantially in the form of Exhibit B.
- III. "SOW" means the statement of work for each Product set forth in any Schedule 1 as amended in writing from time to time upon mutual agreement of the Parties.

## Stop Work Order, References To

### *Sifter searches for*

References to a stop work order or stop work notice.

### *Examples*

- I. Upon receipt of a stop work order from the Prime Sponsor the sponsor shall immediately alert the University and all work shall stop effective the date of Prime Sponsor's stop work order.
- II. Upon receipt of this notification all work on this process shall stop immediately.
- III. The City may issue an immediate Stop Work Notice in the event the Grantee is observed performing in a manner that the City reasonably believes is in violation of federal, state, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property.

**Study: Definition**

*Sifter searches for*

A definition of the defined term "Study" and variants.

*Examples*

- I. Study when used in this Agreement, shall have the following meaning:
  
- II. “Studies” has the meaning set forth in Section [x].

## **Study Data: Definition**

### *Sifter searches for*

A definition of the defined term "Study Data".

### *Examples*

- I. Study Data when used in this Agreement, shall have the following meaning:
  
- II. “Study Data” has the meaning set forth in Section [x].

### **Subcontractor: Definition**

#### *Sifter searches for*

A definition of the defined term "Subcontractor" and variants.

#### *Examples*

- I. For purposes of this Attachment, "Equipment Subcontractor" shall mean any Subcontractor or Sub-subcontractor that manufactures or supplies Equipment.
  
- II. "Subcontractor" shall mean a Person who has a direct contract with Contractor to perform any of the Work (including, equipment leases and Material purchase agreements) as well as Suppliers, distributors, manufacturers, distributors and sub-subcontractors of Subcontractors.

## **Subcontractors: Data Security Program**

### *Sifter searches for*

Provisions that require including subcontractors in a party's data security program.

### *Example*

- I. For any Subcontractors or other persons or entities who provide services to Vendor for delivery to Company directly or indirectly, or who hold, process or access Company Confidential Information, Vendor shall require such Subcontractors or other persons or entities to implement and administer an information protection program and plan that complies with the Bank Security Requirements.



## **Subcontractors: Notice of Security Incident Involving Subcontractor**

### ***Sifter searches for***

Provisions that require a party to give notice of security incidents involving subcontractors.

### ***Example***

- I. For any Subcontractors or other persons or entities who provide services to Vendor for delivery to Company directly or indirectly, or who hold, process or access Company Confidential Information, Vendor shall require such Subcontractors or other person or entities to notify Vendor, in accordance with the Detection and Response requirements described in the SCHEDULE entitled "INFORMATION SECURITY," following the discovery of any Significant Security Incident at such Subcontractor or other person or entity. Vendor shall then immediately notify Company of such Significant Security Incident at such Subcontractor or other person or entity in accordance with the notification requirements in the Detection and Response section in the SCHEDULE entitled "INFORMATION SECURITY."

## **Subcontractors: Responsible for Performance Of**

### ***Sifter searches for***

References to a party being responsible, or not being responsible, for performance of subcontractors.

### ***Examples***

#### ***Pattern 1: Performance***

- I. The Parties recognize that each Party may perform some or all of its obligations under this Agreement through Affiliates and permitted subcontractors provided, however, that each Party will remain responsible and liable for the performance by its Affiliates and permitted subcontractors and will cause its Affiliates and permitted subcontractors to comply with the provisions of this Agreement in connection therewith.

#### ***Pattern 2: Cause***

- II. Any Provider or Affiliate may hire or engage one or more subcontractors to perform any or all of its obligations under this Agreement upon notice to Recipient; provided that such Provider shall cause such subcontractors to comply with the terms of this Agreement, as applicable, including the Data Security and Cybersecurity Program and Provider shall in all cases remain responsible for all its obligations under this Agreement, including with respect to the scope of the Services, the Standard for Services and the content of the Services provided to the Recipient or an Affiliate of the Recipient.

#### ***Pattern 3: Deemed***

- III. Any breach by Licensee's subcontractors of any of Licensee's obligations under this Agreement shall be deemed to be a breach by Licensee, and Company may proceed directly against Licensee without any obligation to first proceed against Licensee's subcontractors.

**Subcontractors: Responsible for Performance Of**

***Pattern 4: Subcontracted***

- IV. Supplier will remain liable for all of the duties and responsibilities so subcontracted, and shall inform each subcontractor of all of the duties and responsibilities by which such subcontractor is bound by virtue of this Agreement.

***Pattern 5: Applies To***

- V. The obligations and restrictions contained in the provisions of this Agreement shall apply to any and all consultants, subcontractors, agents, independent contractors, or other individuals employed by a Party to achieve performance under this Agreement.

***Pattern 6: Not Release***

- VI. A Party may use a contractor of the Party (including, but not limited to, an Affiliate of the Party) to perform the Party's obligations under this Agreement; provided, that a Party's use of a contractor shall not release the Party from any duty or liability to fulfill the Party's obligations under this Agreement.

**Subject Material: Definition**

*Sifter searches for*

A definition of the defined term "Subject Material" and variants.

**Example**

- I. Subject Material means any biologic material of human origin including, without limitation, tissues, blood, plasma, urine, spinal fluid, or other fluids derived from the Study Subjects as required by the Protocol ("Subject Material").

### **Subprocessor: Definition**

#### *Sifter searches for*

A definition of the defined term "Subprocessor" and variants.

#### *Example*

- I. "Subprocessor" means a third party data processor engaged by [Company] who has or potentially will have access to or process data (which may contain Personal Data).

## Successors and Assigns

### *Sifter searches for*

A provision stating that the agreement will be binding on the parties' successors and assigns.

### *Examples*

- I. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns.
- II. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties.

## Supervising Work, References To

### *Sifter searches for*

References to supervising, or not supervising, work or employees.

### *Example*

- I. Each party shall be solely responsible for paying, supervising, and directing the manner of work of its employees.
- II. Owner shall issue to Contractor a limited notice to proceed with all remaining engineering Work (including applicable engineering oversight functions).
- III. Contractor shall have sole responsibility for the safety of the Contractor Group employees, agents, and representatives, and acknowledges and agrees that [Company] has no duty to supervise the work of, or to provide a safe place to work for, the employees, agents or representatives of the Contractor Group.

## **Supervisory Authority: Definition**

### ***Sifter searches for***

A definition of the defined term "Supervisory Authority".

### ***Example***

- I. "Supervisory Authority" means an independent public authority established by a Member state pursuant to Article 51 of the GDPR.



## **Surprise Billing: Third-Party Payor**

### ***Sifter searches for***

References to arrangements with third-party payors (including Medicare, Medicaid, and HMOs), to help determine whether a contract between a hospital and hospital-based physicians complies with “surprise billing” rules that restrict physicians from billing patients if those physicians are not participating providers in the patient’s health insurance plan.

### ***Examples***

- I. Company, Shareholders and each licensed professional employee or independent contractor of Company has timely filed all claims or other reports required to be filed with respect to the purchase of services by third-party payors, and all such claims or reports are complete and accurate, and has no liability to any payor with respect thereto.
  
- II. Neither Company, nor any Shareholder, nor any licensed professional employee of Company has been convicted of, or pled guilty or nolo contendere to, patient abuse or negligence, or any other Medicare or Medicaid program-related offense and none has committed any offense which may serve as the basis for suspension or exclusion from the Medicare and Medicaid programs or any other third party payor program.

## **Suspended Counterparty**

### *Sifter searches for*

References to the Suspended Counterparty Program.

### *Example*

- I. The Bank's regulator, the [government department], has established a Suspended Counterparty Program which generally prohibits the Bank from doing business with all persons and entities suspended by the [government department] thereunder (Suspended Parties).

## **Suspension of Product or Service**

### ***Sifter searches for***

References to the suspension of a product line or service.

### ***Examples***

- I. [Company] retains the right, in its sole discretion, to modify or discontinue any Product at any time.
  
- II. Upon any termination of this Agreement in accordance with the provisions of this Article, Vendor will: Discontinue all of its Services from and after the effective date of termination and otherwise take actions designed to minimize costs associated with the termination, except to the extent Owner directs Vendor to complete any item or portion of Services to a point where discontinuance will not cause unnecessary waste or duplicative work or cost.
  
- III. [Party A] may in its sole discretion, but upon written notice to [Party B], determine to narrow the scope of the Product Program and/or determine to expand, limit, suspend or terminate the Product Program in part or in whole.

## Tax Identification Number (TIN)

### *Sifter searches for*

Sentences that contain a Tax Identification Numbers (Social Security Numbers, Employer Identification Numbers, etc.), or sentences referring to "tax identification number" (or synonyms).

### *Examples*

- I. Section 3.2(c) of the Company Disclosure Schedules sets forth a complete list, including name, address (residential for individuals) and tax identification number, of each of the Company Warrant Holders and the number of Company Warrants held by each such Warrant Holder.
- II. L. 107-56 (signed into law October 26, 2001) (the PATRIOT Act ), each of us and each of the Lenders may be required to obtain, verify and record information that identifies the Borrower and the Guarantors, which information may include their names, addresses, tax identification numbers and other information that will allow each of us and the Lenders to identify the Borrower and the Guarantors in accordance with the PATRIOT Act.

## **Taxes: Each Party Pays Their Own**

### *Sifter searches for*

A provision saying that each party (or a party) pays their own taxes.

### *Examples*

- I. Except as otherwise stated, each Party will be responsible for its own sales tax, use tax, excise tax, value added tax (VAT), goods and services tax (GST), consumption tax, and similar taxes based upon its own activities under this Agreement.
- II. Each Party will bear its own taxes, provided that [Company] shall be liable for and shall pay any applicable withholding taxes, customs, duties, levies, excise taxes (including without limitation value added tax, goods and services tax, use tax and sales tax), deductions or other similar charges imposed by Colombian tax authorities or other Colombian governmental bodies on Contractor or on the Services .
- III. Owner shall be responsible for and pay all other applicable taxes levied upon Owner, including its own income and franchise taxes and ad valorem and other property taxes on the Facilities themselves (but not on any Product stored on or in the Facilities ).

## **Taxes: Exemptions, References To**

### *Sifter searches for*

References to a tax exemption or a party's tax exempt status.

### *Examples*

- I. Bank represents that it is tax exempt pursuant to 12 U.S.C. §1433.
- II. [Party A] shall not charge transaction taxes if [Party B], to the satisfaction of [Party A], provides an exemption certificate acceptable to the taxing authorities or a written request.
- III. Customer will promptly furnish Company with the official receipt of payment of these taxes to the appropriate taxing authority, if Customer is tax exempt.

**Taxes: GST Included or Excluded**

*Sifter searches for*

Provisions stating whether goods and services tax (GST) is included in or excluded from the price for goods or services, and for provisions requiring a party to pay GST.

*Examples*

- I. All payments due and payable by Purchaser to Vendor under this Agreement are exclusive of any Value Added Tax (“VAT”), sales and use tax, goods and services tax and similar indirect taxes.
- II. Each invoice shall set out the amount of Services Costs then payable, together with any applicable goods and services tax.

## **Taxes: Included or Excluded**

### ***Sifter searches for***

A provision saying that payments under the contract include or exclude taxes, or that invoices for those payments do not state or do state taxes as a separate line item.

### ***Examples***

- I. All payments due and payable by Purchaser to [Company] under this Agreement are exclusive of any Value Added Tax (“VAT”), sales and use tax, goods and services tax and similar indirect taxes.
- II. The payments hereunder do not include use, consumption, sales or excise taxes of any taxing authority.
- III. The Price does not include value added tax, or any other sales, use, gross receipts, excise, compensating, withholding, licenses, duties, charges or fees, if any, required to be paid by Supplier in respect of fees for Services.



## Taxes: Obligation to Pay

### *Sifter searches for*

A provision requiring, or not requiring, a party to pay taxes.

### ***Pattern 1: Pay***

#### ***Examples***

- I. The Company shall from time to time promptly pay all taxes and charges that may be imposed upon the Company or the Warrant Agent in respect of the issuance or delivery of shares of Common Stock upon the exercise of the Warrants, but the Company shall not be obligated to pay any transfer taxes in respect of the Warrants or such shares of Common Stock.
- II. Company must pay and discharge any and all such taxes, including any penalties and interest.

### ***Pattern 2: Liable***

#### ***Examples***

- I. Employer shall have no liability for any tax obligation of Executive attributable to any payment made under this Agreement except for customary federal and state withholding taxes (e.g., social security, Medicare, etc.).
- II. [Party A] shall be liable for, and shall indemnify and hold [Party B] and its subsidiaries, and the Company and the Subsidiaries, harmless against, all Taxes due or payable by the Company or any Subsidiary, either on its own account or by reason of any tax sharing agreement or arising out of its inclusion in a group of corporations filing on a consolidated basis, for any taxable year or taxable period ending on or before the Closing Date, but only to the extent that the amount of such Taxes exceeds the amount reserved therefor in the Financial Statements.

## **Taxes: Responsible for Employment Taxes**

### *Sifter searches for*

Provisions making a service provider responsible for taxes relating to the service provider's employment of its personnel.

### *Examples*

- I. All payroll and employment taxes, insurance, and benefits shall be the sole responsibility of Company.
- II. Each entity acting as a Provider shall be responsible for the payment of all wages and federal, state and local taxes and withholdings payable with respect to the wages of such persons, shall maintain workers' compensation insurance required by applicable statutes with respect to such persons and shall maintain and provide all applicable employee benefits for such persons.

## Taxes: VAT Included or Excluded

### *Sifter searches for*

A provision stating whether the price of goods includes or excludes value added tax.

### ***Pattern 1: Vat In***

This pattern looks for language that describes payments relating to the agreement with language describing the payments described to be paid with VAT.

### ***Examples***

- I. All fees and expenses payable pursuant to this Agreement must be paid together with value added tax or any similar tax (if any) properly chargeable thereon in any jurisdiction.
- II. All expenses payable pursuant to this clause 7 shall be paid together with value added tax or any similar tax (if any) properly chargeable thereon.

### ***Pattern 2: Vat Out***

This pattern looks for language that describes payments relating to the agreement with language describing the payments described to be exempt from VAT.

### ***Examples***

- I. [Company] will be exempt from VAT when procuring imported or locally taxable goods and services as intended in the VAT Law 1997.
- II. All sums payable to the Landlord pursuant to this Sub-Underlease are exclusive of VAT.

## **Taxes: Withholding, References To**

### *Sifter searches for*

References to withholding taxes.

### *Examples*

- I. The Company and its Subsidiaries have timely paid or withheld and remitted all Taxes required to be paid or remitted by the Company or its Subsidiaries.
- II. [Company] shall not be responsible for withholding income or other taxes from any income, social security or other tax levied upon or determined with respect to the payments made to Consultant pursuant to this Agreement.
- III. The licensor shall notify the licensee of such withholding and shall promptly furnish to licensee all copies of any Tax certificate or other documentation evidencing such withholding.

## Technical Support: Hours

### *Sifter searches for*

A provision stating when technical support will be available to a customer.

### *Examples*

- I. The Support Center is available by telephone on Monday to Thursday between 08:30 and 17:00 and on Friday between 08:30 and 16:00 unless specified otherwise on the Customer Portal.
- II. The Customer's contractual support hours are between 08.00 and 23.00 GMT or as otherwise agreed in the contract, 24/7 email support is standard.
- III. Customers can contact Support 24/7, 365 days a year.

## Technical Support: Response Time

### *Sifter searches for*

A provision stating how quickly a vendor must respond to situations.

### *Examples*

- I. [Company] shall, depending on the agreed service response class (V1—V4), during the Service Time initiate the correction of an interruption within the Response Time as follows:
- II. The response time per incident will vary upon the degrees defined below:
- III. The [Company] SLA provides that valid Priority 1 tickets will be resolved in four hours or less.
- IV. [Company] will respond to 98% of priority 1 (P1) incidents per quarter year, within 30 minutes

***Related Sifters Alert*** - If you're interested in how quickly a provider must restore services, use **Service Level: Restore Time**. If you're interested in provisions that specify remedies if a service provider fails to meet specified service levels, use **Service Level: Remediating Nonperformance**.

### Introducing the Term: Renewal Sifters

These Sifters look for provisions that relate to renewing the term of a contract:

- **Term: Agreeing to Renew** searches for references to the parties perhaps agreeing in the future to renew the term of a contract.
- **Term: Automatic Renewal** searches for a provision saying whether the contract renews automatically.
- **Term: Option to Renew** searches for a provision giving a party the option to renew the term of a contract (or something else).

If you're interested in having one Sifter look for what all three of those Sifters look for, use instead their "parent" Sifter, **Term: Renewing**. Otherwise, make sure **Term: Renewing** is switched off and use one or more of the three above "children" Sifters.

**Term: Agreeing to Renew**

***Sifter searches for***

References to the parties perhaps agreeing in the future to renew the term of a contract (or something else).

***Examples***

- I. The Term may be extended for one additional year upon the written agreement of the Company and the Consultant...
- II. ... this Agreement... is renewable for additional one year terms at the discretion of the Company.
- III. At the election of Company, this Agreement may be renewed for additional one (1)-year terms.
- IV. The Term may be extended for one additional year upon the written agreement of the Company and the Consultant.



**Term: Automatic Renewal**

*Sifter searches for*

A provision saying whether the contract renews automatically.

**Examples**

- I. This Agreement shall be effective as of the date indicated above for an initial term of one (1) year, automatically renewing for successive one (1) year renewal terms unless terminated in accordance with the terms of this Agreement.
- II. This Agreement shall have an initial term of one year beginning on the Effective Date ("Initial Term") and shall renew automatically for successive one-year terms, unless sooner terminated as provided below.
- III. This Agreement shall automatically renew for additional one (1) year terms from year to year thereafter.

## Introducing the Term and Obligation: Duration Sifters

These Sifters look for provisions that relate to the term of the contract or the obligations thereunder.

- **Term: Duration** searches for a statement of when the term of the contract ends.
- **Obligations: Duration** searches for references to obligations lasting for a stated period of time.

If you're interested in having one Sifter look for what both of those Sifters look for, use instead their "parent" Sifter, **Term and Obligations: Duration**. Otherwise, to avoid double flagging of the same provision, make sure **Term and Obligations: Duration** is switched off and only use one of the two "child" Sifters above.

## Term: Duration

### *Sifter searches for*

A provision stating the term of the agreement.

**Related Sifters Alert** - This Sifter searches for the term of the contract, not for how long a party has to perform obligations under the contract.

- If you're searching for references to obligations lasting for a stated period of time, use **Duration: Obligations**.
- If you're searching for either a statement of when the term of the contract ends or references to obligations lasting for a stated period, use **Term and Obligations: Duration**.
- If you're searching for how long someone has to keep information confidential, please use **Confidential Information: Duration of Obligation to Not Disclose**.

### *Examples*

- I. Notwithstanding the foregoing, this AGREEMENT shall remain in full force and effect for so long as the parties continue to exchange CONFIDENTIAL INFORMATION.
- II. This Agreement will commence as of the date first set forth above and continue for a term of three (3) years; provided, however, that if prior to that date the parties or their Affiliates have entered into a contract for an ongoing business relationship arising out of business discussions under this Agreement, and that contract relies on this Agreement to govern ongoing confidentiality obligations, then the term of this Agreement will be automatically extended until expiration or termination of that contract.
- III. This Agreement shall govern all communications between the parties that are made from the Effective Date to the date on which either party receives from the other written notice that subsequent communications shall not be so governed or twelve (12) month, whichever comes first;
- IV. This Agreement shall terminate on the third anniversary of the Effective Date of this Agreement, except that the parties' obligations will survive any such termination to the extent set forth in this Agreement.

**Term: Option to Renew**

*Sifter searches for*

A provision giving a party the option to renew the term of a contract (or something else).

**Examples**

- I. The Client may at its option agree to renew, extend and revise this agreement prior to its expiration.
- II. Provided Tenant is not then in material default, Tenant shall have the option to renew the Lease for three (3) additional terms (“Option Terms”) of three (3) years each.
- III. This Agreement shall be effective as of the Effective Date and continue for five years with an option for [Party] to renew for a second five years by written notice to Party A unless terminated earlier in accordance with this Section 23.

**Term: Perpetual**

*Sifter searches for*

References to a term being perpetual, whether it's the term of a contract, a license grant, or something else.

*Examples*

- I. The term of this Agreement shall be perpetual.
- II. This License Agreement shall remain in effect in accordance with its terms in perpetuity.
- III. Unless otherwise terminated under provisions of this Article 2, this Agreement and the licenses granted under Section 2.1 shall continue in perpetuity.

## **Term: Renewing**

### *Sifter searches for*

Provisions addressing renewal or extension of the contract.

This Sifter is for users who want a more general way to look for renewal and extension, and combines the three following three Sifters:

(1) **Term: Automatic Renewal**

(2) **Term: Agreeing to Renew**

(3) **Term: Option to Renew**

### *Examples*

- I. This Agreement shall be effective as of the date indicated above for an initial term of one (1) year, automatically renewing for successive one (1) year renewal terms unless terminated in accordance with the terms of this Agreement.
- II. The Term may be extended for one additional year upon the written agreement of the Company and the Consultant.
- III. This Agreement shall be effective as of the Effective Date and continue for five years with an option for [Party] to renew for a second five years by written notice to Party A unless terminated earlier in accordance with this Section 23.

## Term and Obligations: Duration

### *Sifter searches for*

A statement of when the term of the contract ends and references to obligations lasting for a stated period of time.

**Related Sifter Alert** - This Sifter searches for either a statement of when the term of the contract ends or references to obligations lasting for a stated period of time. If you're searching only for the term of the agreement, use **Term: Duration**. If you're searching only for references to obligations lasting for a stated period of time, use **Obligations: Duration**. If you're searching for both, use this Sifter.

### **Pattern 1: Agreement**

#### **Examples**

- I. Notwithstanding the foregoing, this AGREEMENT shall remain in full force and effect for so long as the parties continue to exchange CONFIDENTIAL INFORMATION.
- II. This Agreement will commence as of the date first set forth above and continue for a term of three (3) years; provided, however, that if prior to that date the parties or their Affiliates have entered into a contract for an ongoing business relationship arising out of business discussions under this Agreement, and that contract relies on this Agreement to govern ongoing confidentiality obligations, then the term of this Agreement will be automatically extended until expiration or termination of that contract.

### **Pattern 2: Obligations**

#### **Examples**

- III. The obligations of Paragraphs [x] and [x] shall remain in effect for a period of five (5) years from the end of the DISCLOSURE PERIOD and shall survive termination of this Agreement.
- IV. All obligations under this Agreement shall expire three (3) years from the Effective Date.

## Termination: Assistance on Termination

### *Sifter searches for*

A provision promising termination assistance.

### *Examples*

- I. Upon the termination or expiration of a Statement of Work for any reason, provided that [Company] remains current on all undisputed Fees due under such Statement of Work, [Company] will provide [Company], at [Company]'s request, the transition services reasonably necessary for [Company] to effect an orderly transition for the performance by or on behalf of [Company] of the Services so terminated.
- II. In the event of termination of this Agreement by Employer and subject to [Company] data retention policies, [Company] will provide reasonable assistance to transfer to Employer file data and associated information (except those protected under Section XII and/or XIII) related to employees relocated under the Agreement. [Company] will be entitled to receive reasonable compensation for such assistance.



## Termination: Breach of Obligation

### *Sifter searches for*

A provision giving a party the right to terminate if the other party breaches an obligation.

### *Examples*

- I. Manufacturer may also treat the failure to make any payment as a material and/or an anticipatory breach of this Agreement, and may immediately terminate the Agreement with the Butterfly, and/or seek all its rights and remedies under this Agreement or under any other laws applicable on behalf of Manufacturer.
- II. the other Party materially breaches any of the provisions of this Agreement, and such breach is not cured within thirty (30) days after the giving of written notice; and in the case of a failure of Client to make payments in accordance with the terms of this Agreement, [Company] may terminate this Agreement upon ninety (90) days prior written notice if such payment breach is not cured within fifteen (15) business days following [Company] 's delivery of a written notice of non-payment to Client .

## Termination: Change of Control

### *Sifter searches for*

A provision saying that a party may terminate, or that termination happens automatically, if a change of control occurs.

### ***Pattern 1: Discretion***

#### ***Example***

- I. Either Party may terminate this Agreement with immediate effect on 30 days' notice following a Change of Control of the other Party.

### ***Pattern 2: Automatically***

#### ***Example***

- II. Notwithstanding anything contained in this Agreement to the contrary, the provisions of Section 5 of this Agreement shall automatically terminate upon the consummation of a Change of Control transaction.

### ***Pattern 3: Continue***

#### ***Example***

- III. The term of this Agreement shall commence on the Effective Date and shall continue until the earliest to occur of ... (iii) the consummation of a Change of Control transaction agreed to by the Board and involving the Company (such date, the "Termination Date")

## Termination: Consequences

### *Sifter searches for*

References to the effects or consequences of termination or expiration of an agreement or related support or services.

### *Examples*

- I. In the event this Agreement is terminated, Provider shall work with Agency in coordinating the continuation of Services to existing Agency patients and shall continue to provide Services to Agency patients after this Agreement is terminated, if Agency determines that removing Services would be detrimental to Agency patients.
- II. In the case of any termination of this agreement or the Solution in connection with the Proposal, the parties shall cooperate to mitigate their respective costs of termination.
- III. In the event this Agreement is terminated (other than by reason of your breach), it is the Subscriber's responsibility to backup their data.

## **Termination Date: Definition**

### *Sifter searches for*

A definition of the defined term "Termination Date".

### *Examples*

I. "Termination Date" means...

II. "Dates of Termination" means...

## **Termination: Definition**

### *Sifter searches for*

A definition of the defined term “Termination”.

### *Examples*

- I. “Termination” means...
  
- II. Section 19.1 of this Agreement refers to Termination and grounds for termination.

## **Termination: Right to Terminate**

### ***Sifter searches for***

Provisions stating when a party may terminate the agreement.

### ***Examples***

- I. This Agreement may be terminated by either party upon sixty (60) days' written notice.
- II. ... the Company may not terminate this Agreement other than for Cause.

## Termination for Any Reason, for Convenience, or Without Cause

### *Sifter searches for*

If either party can terminate the contract at any time.

### ***Pattern: Convenience***

#### ***Examples***

- I. After the Initial Term, Client may terminate this Agreement at any time for any reason upon 30 days' prior written notice and/or cancel Client's Custodial Account by withdrawing all balances and contacting Trust Company at support@abc.com.
- II. This Agreement may be terminated by the Consultant at any time for convenience by providing three (3) month's prior written notice.
- III. [Company] may terminate this Agreement without cause upon written notice to SUPPLIER at least twenty-four (24) months prior to the end of the Initial Term or any Renewal Term.

### ***Pattern: Until/Unless***

#### ***Examples***

- I. This Agreement shall be effective as of the date of the last signature below and shall continue until terminated by either Party upon thirty (30) days prior written notice.
- II. This Agreement will remain in effect unless otherwise terminated by either party upon 30 days' prior written notice one to the other.

**Termination for Cause***Sifter searches for*

A provision stating grounds for termination for cause.

**Examples**

- I. The Company may terminate the Executive's employment for Cause.
- II. Either Party may terminate this Agreement based on the material breach by the other Party of the terms of this Agreement, provided that the Party alleged to be in material breach receives written notice setting forth the nature of the breach at least thirty (30) days prior to the intended termination date.



## Termination for Insolvency

### *Sifter searches for*

A provision stating that a party may terminate on insolvency of the other party.

### *Pattern: Insolvency*

This pattern looks for language that states that a party can terminate the agreement if the other becomes insolvent.

### *Examples*

- I. Either Party may terminate this Agreement without notice if the other Party becomes insolvent, makes or has made an assignment for the benefit of creditors, is the subject of proceedings in voluntary or involuntary bankruptcy instituted on behalf of or against such Party (except for involuntary bankruptcies which are dismissed within sixty (60) days), or has a receiver or trustee appointed for substantially all of its property.
  
- II. Either [Company] or [Company] may terminate this Agreement without notice if an Insolvency Event occurs in relation to the other Party.

## Termination: Inaccurate Statement of Fact

### *Sifter searches for*

A provision allowing a party to terminate if the other party has made an inaccurate statement of fact (commonly referred to as a representation).

### *Examples*

- I. Customer may terminate this Agreement and any and all Facility Addenda effective immediately upon notice to Manufacturer, if Manufacturer (a) breaches any of the representations and warranties set forth in Section 5.2(f) or (b) ...
- II. The Company may terminate this Agreement if there has occurred any breach by the Undersigned or a Holder of any covenant, representation or warranty set forth in Article II. The Undersigned or a Holder may terminate this Agreement if (i) there has occurred any breach by the Company of any covenant, representation or warranty set forth in Article III or (ii) the Closing has not occurred by November 30, 2020.
- III. In the event of a material breach of any representation in this Section 5, the Company may terminate this Agreement and the Executive's employment with the Company without any liability to the Executive.

## Termination: Lead-In

### *Sifter searches for*

A provision that introduces a list of grounds for terminating a contract.

### *Examples*

- I. The sole and exclusive rights to terminate this Agreement before Closing (and the Party that has any such right) are as follows:
  
- II. This Agreement shall terminate in any of the cases set forth below:

## Termination Payment

### *Sifter searches for*

A provision providing for payment on termination.

### ***Pattern 1: Trigger and Obligation Payment***

This pattern looks for language that dictates a triggering event that obligates a payment.

### ***Examples***

- I. If [Company] terminates the [Company] Development Agreement for convenience or cause (except as noted below), [Company] shall have the option to (i) terminate Period 1 and commence Period 2, or (ii) pay the following additional amount to [Company], within thirty days of [Company]'s notice of termination under the [Company] Development Agreement, based upon the year in which such termination occurs, to permit Period 1 to extend up to and including December 31, 2001:
- II. If this Agreement is terminated by either of the Parties pursuant to subsection 10.1(f) or 10.1(g), then [Company] (or its successor) shall pay or cause to be paid to [Company], as liquidated damages and not as a penalty, upon demand a termination payment of \$# million payable in same day funds.

### ***Pattern 2: Termination Payment***

This pattern looks for language that references termination payments.

### ***Examples***

- I. In lieu of the three-month notice to be provided under Section 4(a) of the Management Services Agreement, the Company shall pay \$31,500 (the Termination Payment) to the Service Provider as set forth in this Agreement.
- II. The maximum aggregate total of separation payments to [Person Name] shall be \$#, representing the initial \$# payment and six (6) monthly payments of \$#.

## Terms of the Prime Contract Are Part of the Subcontract

### *Sifter searches for*

A provision saying in a prime contract or a subcontract, in one of various possible ways, that the subcontractor owes to the contractor under the subcontract the same performance that the contractor owes the owner under the prime contract.

### ***Pattern 1: Obligation***

#### ***Examples***

- I. By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect.
- II. Contractor shall include with every Subcontractor agreement the following language: Subcontractor binds itself to Contractor and Owner and is obligated to Contractor and Owner in the same manner and to the same extent that Contractor is bound and obligated to Owner under the Prime Contract.

### ***Pattern 2: Incorporated***

#### ***Examples***

- I. The provisions of the prime contract, plans, specifications, addendums, change orders, and other documents that comprise the prime contract are incorporated into this subcontract with the same force and effect as though set forth in full.

### ***Pattern 3: Same Rights***

#### ***Examples***

- I. Subcontracts shall provide for Contractor the same rights against the subcontractor as [Company] has hereunder against Contractor and shall expressly state that such provisions shall also be for the benefit of [Company].

## Territory

### *Sifter searches for*

A provision specifying the extent of the territory covered by a license.

### ***Pattern 1: General***

This pattern looks for language that specifies the boundaries of the territory that is covered by the license.

### ***Examples***

- I. Licensed Territory (Section 1.1): The United States, its territories and possessions and military bases; Canada, Mexico, the 27 countries currently constituting the European Union, Norway and Switzerland.
- II. The term Licensed Territory shall mean worldwide, except for Russia.

### ***Pattern 2: Worldwide***

This pattern looks for language that states that the boundaries of the territory covered by the license is worldwide

### ***Examples***

- I. Licensee has the exclusive worldwide license to use the Property in connection with the design, manufacture, advertising, promotion, distribution and sale of the Licensed Articles in Categories 1-4 above.
- II. Subject to the terms of this License, [Company] hereby grants Buyer a non-exclusive, non-transferable, non-assignable, non-sublicensable, worldwide, license to use the Licensed Domain Names solely in connection with sales of Licensed Indoor Cycles and Accessories.

## Third-Party Beneficiaries: None or Intended

### *Sifter searches for*

References to third-party beneficiaries.

### ***Pattern 1: No Third-Party Beneficiaries***

This pattern looks for language that either states that the agreement is only for the benefit of the parties or states that there are no third-party beneficiaries.

### ***Examples***

- I. This agreement does not confer any rights or benefits on [anyone other than the parties] [Company].
- II. No provision in this Agreement, including without limitation this Section 6.7, shall create any third-party-beneficiary rights in any person, entity, or organization.

### ***Pattern 2: Intended Beneficiaries***

This pattern looks for language that states who (non-party/parties) is/are an intended third-party beneficiary/beneficiaries.

### ***Examples***

- I. it being the specific intention of the parties hereto that each of the Company's stockholders is, and shall be, a third party beneficiary of this Section 6(d).
- II. Each of the Company and the Trustee hereby acknowledges and agrees that the Representative, on behalf of the Underwriters, is a third party beneficiary of this Agreement.

## Time Is of the Essence

### *Sifter searches for*

A provision using the phrase "time is of the essence".

### *Pattern 1: Standard Language*

This pattern looks for the phrase "time is of the essence."

### *Examples*

- I. Time is of the essence of this Agreement; provided, however, that notwithstanding anything to the contrary in this Agreement, if the time period for the performance of any covenant or obligation, satisfaction of any condition or delivery of any Notice or item required under this Agreement shall expire on a day other than a Business Day, such time period shall be extended automatically to the next Business Day.
- II. Vendor acknowledges and agrees that [Company]'s timely receipt of the Services and Deliverables hereunder is critical to [Company]'s business, and that, with respect to Vendors provision of such Services and Deliverables, time is of the essence.
- III. TIME SHALL BE OF THE ESSENCE as to the dates set forth in this Contract.



## Trade Secrets, Whistleblower Immunity for Disclosure Of

### *Sifter searches for*

A notice of whistleblower immunity in accordance with 18 U.S.C. § 1833(b)(1).

### *Examples*

- I. Please take notice that federal law provides criminal and civil immunity to federal and state claims for trade secret misappropriation to individuals who disclose trade secrets to their attorneys, courts, or government officials in certain, confidential circumstances that are set forth at 18 U.S.C. §§ 1833(b)(1) and 1833(b)(2), related to the reporting or investigation of a suspected violation of the law, or in connection with a lawsuit for retaliation for reporting a suspected violation of the law.
  
- II. An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that (A) is made (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

## Trade Secrets: Definition

### *Sifter searches for*

A definition of the defined term Trade Secrets.

### *Example*

- I. Trade Secret means...
  
- II. Section 19.1 of this Agreement refers to Trade Secrets and the standard for protecting Trade Secrets.

## Trade Secrets: References To

### *Sifter searches for*

References to trade secrets.

### *Examples*

- I. [Company] agrees that [Company] shall be the owners of all proprietary rights in and to any documentation, records, text and other works of authorship, data, metadata, databases, information, ideas, innovations, discoveries, inventions, compositions, know-how, conceptions, designs, symbols, names, procedures, methods, processes, improvements, products, prototypes, samples, computer programs or routines (in object code or embedded format, regardless of the medium on which it resides), hardware and/or software configurations, translations, trade secrets and other property and materials, tangible or intangible, whether or not patentable or registrable under copyright, patent or similar laws, within the foregoing: (i) furnished to [Company], or to which [Company] is given access by [Company] in connection with the performance of this Agreement ; and/or (ii) expressly set forth in Exhibit A as specifically created for [Company] and owned by [Company] (collectively "Intellectual Property").
  
- II. "Intellectual Property Rights" includes all copyright, patents, trademarks and service marks, rights in designs, moral rights, rights in computer software, rights in databases and other protectable lists of information, rights in confidential information, trade secrets, inventions and know-how, trade and business names, domain names (including all extensions, revivals and renewals, where relevant) in each case whether registered or unregistered and applications for any of them and the goodwill attaching to any of them and any rights or forms of protection of a similar nature and having equivalent or similar effect to any of them which may subsist anywhere in the world.

## Training: Obligation to Provide

### *Sifter searches for*

A provision requiring training or saying that training is not required.

### ***Pattern 1: Provide Training***

#### ***Examples***

- I. Manufacturer shall provide initial, comprehensive training to qualified personnel of Distributor at the Manufacturers facilities, or at a location selected by Manufacturer.
- II. [Company] will provide to [Company] reasonable product training at [Company] premises, at mutually agreeable times, at no charge for the [Company] Products to ensure [Company] personnel are able to effectively present, demonstrate, install, configure and service the [Company] Products.

### ***Pattern 2: Train***

#### ***Examples***

- I. In addition, [Company] shall train the [Company] Sales Force as provided above on how to respond to such questions or inquiries.
- II. The Supplier shall train technical personnel of Distributor to permit the Distributor to satisfy its obligations under this Agreement , including to the extent it becomes necessary due to the introduction of any new Products of Supplier , or to achieve better installation and maintenance standards.

## Travel Expenses

### *Sifter searches for*

A provision stating that a party is responsible for travel expenses or stating that travel expenses will be reimbursed.

### ***Pattern 1: Responsibility***

#### ***Examples***

- I. Agency shall not reimburse Contractor for travel expenses, nor shall Agency be liable for any claims or liability arising from the operation or any motorized vehicle by Contractor.
- II. If the Consultant is required to travel on behalf of the Company under this agreement, Company shall reimburse Consultant for all pre-approved travel expenses reasonably incurred in connection with the performance of duties as a consultant.

### ***Pattern 2: Plus Travel***

#### ***Examples***

- I. Note: orientation training can be delivered at the Client's location for \$2,000.00 per day plus travel expenses which meets Client's travel policy.
- II. Executive will be reimbursed for reasonable business expenses incurred during Executive's employment, including pre-approved business related travel expenses.

## **Unmodified Derivative: Definition**

### *Sifter searches for*

A definition of the defined term "Unmodified Derivative".

### *Examples*

- I. "Unmodified Derivatives" means substances created by the Recipient which constitute an unmodified functional subunit of the Original Material.
  
- II. Unmodified Derivatives include original Material or unmodified portions thereof fixed as tissue sections or in arrays, and unmodified proteins, RNA, or DNA extracted from Original Material ("Unmodified Derivatives").

## Usage Statistics

### *Sifter searches for*

The phrases “usage statistics”, “usage data”, and variants.

### *Examples*

- I. Provide Client with access, via Internet, to a web management portal, where Client can view and access files and various usage statistics.
- II. With respect to Utilities provided to the Premises that are separately metered, Tenant agrees to provide Landlord with access to Tenant’s water and/or energy usage data on a monthly basis, either by providing Tenant’s applicable utility login credentials to Landlord’s Measurable online portal, or by another delivery method reasonably agreed to by Landlord and Tenant.
- III. Each month, Supplier will provide to Bank access to the following high-level statistics concerning usage of the Hosted and Integrated Services:

## **Users: Definition**

### *Sifter searches for*

A definition of the defined term "User".

### *Examples*

- I. Section 12 of the contract refers to Users and their responsibilities
- II. "User" means...



## Using Subcontractors

### *Sifter searches for*

A provision stating whether or not a party may use a subcontractor.

### ***Pattern 1: May Use***

#### ***Examples***

- I. [Company] may subcontract all or portions of the Services to its parent, affiliates, or third party service providers.
- II. Either party may subcontract any of its obligations under the Agreement, without the written consent of the other party.

### ***Pattern 2: May Not Use***

#### ***Examples***

- I. [Company] may not subcontract all or portions of the Services to its parent, affiliates, or third party service providers.
- II. Either party may not subcontract any of its obligations under the Agreement, without the written consent of the other party.

### ***Pattern 3: Decide How to Perform***

#### ***Examples***

- I. Contractor has the full right to determine, and the responsibility for, the method, manner and control of the Services to be performed, and Contractor shall employ sufficient competent subcontractors or employees to complete the Services promptly and satisfactorily per the terms hereof.

## Using Trade Identity

### *Sifter searches for*

A provision allowing a party to, prohibiting a party from, or requiring consent to, use the other party's trade identity.

**Related Sifter Alert** - This Sifter searches for a provision allowing a party to, prohibiting a party from, or requiring consent to, use the other party's trade identity, including trademarks, trade names, and logos. If instead you're interested in public announcements and press releases, use **Public Announcements and Press Releases** (formerly known as Publicity and Marketing).

### **Pattern 1: Trade Identity**

#### **Examples**

- I. Except as required for the work hereunder, neither party shall use or copy the trademark, logo, business information, technology, code and other materials of the other party without its prior consent, otherwise it shall bear the direct economic loss caused to the other party.
  
- II. Contractor has no right or license to use the Company's trademarks, service marks, trade names, trade names, logos, symbols, or brand names.

### **Pattern 2: Consent**

#### **Example**

- I. The Company agrees that it will not disclose, and will not include in any public announcement, the name of the Purchasers without the consent of the Purchasers unless and until such disclosure is required by law or applicable regulation, and then only to the extent of such requirement.

## **Valid and Properly Executed Agreement**

### ***Sifter searches for***

A provision addressing due execution of the agreement.

### ***Examples***

- I. This Agreement has been duly executed and delivered by Seller and is a legal, valid and binding obligation upon Seller, enforceable in accordance with its terms, except as may be limited by the laws of bankruptcy or equity.
- II. This Agreement shall be valid and binding upon [Company] only if and when it has been duly executed (whether manually and/or by electronic signature) by the Grantee.

## Valid Claim: Definition

### *Sifter searches for*

A definition of the defined term "Valid Claim" and variants.

### *Examples*

- I. Valid Claim refers to a claim that has met the evidentiary requirements set out in clause 3.5 and is payable to the claimant.
- II. Payable Claim means a claim for indemnification of Losses against the Indemnifying Holders under this Article IX, to the extent that such claim has not yet been satisfied by release to the Parent Indemnified Party of Parent Common Stock from the Escrow Fund, that is (i) a Resolved Claim, (ii) a Settled Claim, or (iii) an Unobjected Claim.
- III. A Clean Claim means one that can be processed without obtaining additional information from the provider of the service or from a third party.

## Value Added Services, References To

### *Sifter searches for*

References to value added services, including cost reduction initiatives, contract implementation, inventory management, electronic data interchange, and fit-for-function concerns.

### *Examples*

- I. Supplier agrees to use its best efforts to reduce the cost of supply of the Products and to incorporate, to the extent practicable, cost improvement techniques developed or suggested by [Company], Supplier agrees to present cost reduction opportunities that represent at least 2% of the total annual Prices paid, Such cost savings must be reasonable and viable without additional risk of quality or service to [Company].
- II. Seller shall use all commercially reasonable efforts to optimize inventory levels and improve inventory management processes.
- III. Buyer may require Seller to participate in electronic data interchange or similar inventory management program, at Seller's expense, for notification of Material Releases, shipping notices and confirmation and other information.

## Waiver of Jury Trial

### *Sifter searches for*

A waiver of jury trial.

### *Examples*

- I. Each party hereby irrevocably waives its rights to trial by jury in any Action or proceeding arising out of this agreement or the transactions relating to its subject matter.
  
- II. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

## Waiver, References To

### *Sifter searches for*

References to a waiver.

### *Examples*

- I. Tenant waives all Claims against Landlord for any damage or loss to Tenant resulting from Landlord's removal, storage, retention, or disposition of any such property.
- II. No amendment, modification or waiver in respect of this Amendment will be effective unless in writing (including a writing evidenced by a facsimile transmission) and executed by each of the parties.
- III. Each party hereby irrevocably waives its rights to trial by jury in any Action or proceeding arising out of this agreement or the transactions relating to its subject matter.

## Introducing the Warehousing Agreement Sifters

This Sifter Family consists of 33 Sifters, including two sets of related Sifters: five related to storage rates and charges, and four related to the tendering of goods for storage.

### STORAGE RATES

If you're searching for all references to storage rates and charges, use **Warehousing: Storage Rates and Charges, References To**.

**Warehousing: Storage Rates and Charges, References To** is also the “parent” Sifter of the following four “child” Sifters, which look for subtopics:

- **Warehousing: Additional Charges** searches for references to additional warehousing charges.
- **Warehousing: Minimum Charges** searches for references to minimum warehousing charges.
- **Warehousing: Prorating Storage Charges** searches for references to prorating storage charges.
- **Warehousing: Revising Rates** searches for references to revising warehousing rates.

To avoid double-flagging, when using the parent Sifter, **Warehousing: Storage Rates and Charges, References To**, switch off any child Sifters. Conversely, if you're interested in just what one or more of the child Sifters looks for, make sure **Warehousing: Storage Rates and Charges, References To** is switched off when using the child Sifters.



## TENDERING GOODS

If you're searching for all references to tendering goods, use [Warehousing: Tendering Goods](#).

[Warehousing: Tendering Goods](#) is also the parent Sifter of the following three child Sifters, which look for subtopics:

- [Goods: Labeling and Packaging, References To](#) searches for references to labeling and packaging goods.
- [Warehousing: Listing of Goods Stored](#) searches for references to a storage manifest or to other documents or sections of the agreement containing a list of the stored goods.
- [Warehousing: Obligation of Accuracy](#) searches for a provision requiring the depositor to provide accurate and adequate information concerning the stored goods.

To avoid double-flagging, when using the parent Sifter, [Warehousing: Tendering Goods](#), switch off any child Sifters. Conversely, if you're interested in just what one or more of the child Sifters look for, make sure to switch off [Warehousing: Tendering Goods](#).

## Warehouseman: Definition

### *Sifter searches for*

A definition of the defined term "Warehouse", "Facility" and variants.

### *Examples*

- I. THIS WAREHOUSE AGREEMENT (this "Agreement"), is entered into as of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, by and between [Company A] and [Company B] ("Warehouseman").
- II. "Facility" shall mean the storage facility described in Annex A.

## **Warehousing: Additional Charges**

### *Sifter searches for*

References to additional warehousing charges.

### *Examples*

- I. Labor required for services other than ordinary handling and storage will be charged to the Customer.
- II. Additional expenses incurred by Company in receiving and handling damaged goods and additional expenses in unloading from or loading into cars, railcars or other vehicles not at warehouse door will be charged to Depositor as additional charges.
- III. In addition to other charges provided for hereunder, Depositor may be charged as additional charges for warehouse labor required for services other than ordinary handling and storage, including (without limiting in any way the nature of such services) compiling of special stock statements: reporting marked weights, serial numbers or other data from packages, physical check of goods, handling transfer billing: other special services requested by Depositor, receipt or delivery of goods by prior arrangement during other than usual business hours: and communication and mailing expense including postage, teletype, telegram or telephone may be charged to the Depositor if such concern more than normal inventory reporting or if, at the request of the Depositor, communications are made by other than regular United States Mail.

## **Warehousing: Claims Procedures**

### *Sifter searches for*

References to procedures and time periods for presenting, filing, adjusting or settling claims for loss or damage.

### *Examples*

- I. The procedures and obligations relating to the reporting of loss or damage to Goods and the handling of resulting claims are set forth in the main body of this Agreement.
- II. Claims by Depositor and all other persons must be presented in writing to [Company] within a reasonable time and in no event later than either sixty (60) days after delivery of the goods or sixty (60) days after the Depositor of record or last known holder of negotiable warehouse receipt is notified that loss or injury to part or all of the goods has occurred, whichever time is shorter.
- III. Time limitations for presentation of claim in writing and maintaining of action after notice begin on the date of mailing of such notice by Warehouse.

## **Warehousing: Creditworthiness of Depositor**

### *Sifter searches for*

References to a depositor's creditworthiness.

### *Examples*

- I. The Company is not required to perform the Services if in its reasonable opinion it considers that the financial standing or creditworthiness of the Customer is such that the Customer is not likely to be able to meet its payment obligations under these terms.
- II. Prior to tendering any goods, Depositor agrees to complete the Credit Agreement and Application and to provide a signed copy to Warehouse.
- III. If Warehouse Operator in its sole, reasonable discretion determines that Depositor's financial condition or creditworthiness is inadequate or unsatisfactory, then in addition to Warehouse Operator's other rights, it may without liability or penalty (i) accelerate all amounts due hereunder and (ii) modify the payment terms, including requiring Depositor to make advance payment of all storage charges prior to shipment of Goods.

## **Warehousing: Delivery Hours and Access to Goods**

### ***Sifter searches for***

References to a warehouse's delivery hours or to accessing goods in storage.

### ***Examples***

- I. By prior agreement, Goods may be received or released during other than usual business hours subject to a charge.
- II. Upon reasonable notice and subject to [Warehouse]'s safety and security rules and regulations, [Warehouse] will permit access to and inspection of the Goods in storage by a reasonable number of employees of Customer during normal business hours.
- III. Depositor shall provide Warehouse Operator reasonable advance written notice and instructions (each, a "Release Order") if it desires to order any Goods released from the Warehouse.

## **Warehousing: Goods Not Insured**

### *Sifter searches for*

References to stored goods not being insured.

### *Examples*

- I. The Goods are not insured by Warehouse Operator for the benefit of Depositor against fire or other casualty.
- II. Goods covered by this Receipt are not insured by the Storer or Warehouse.
- III. Stored Products are not insured by Company or its affiliated warehouse against loss or injury however caused.

## **Warehousing: Inventory Management Systems, References To**

### ***Sifter searches for***

References to inventory management systems, including Electronic Data Interchange (EDI) systems.

### ***Examples***

- I. The Parties agree that Provider’s warehouse management system (the “WMS”) shall be the book of record for the purposes of this Agreement.
  
- II. We may provide Customer access to our Warehouse Inventory Management System and other Electronic Data Interchange Systems in connection with the provision of Services (“Provider Systems”).



## **Warehousing: Liability for Delay**

### ***Sifter searches for***

References to a party being liable, or not being liable, for delays in performance.

### ***Examples***

- I. [Company] shall not be liable for demurrage, detention, or delays in unloading inbound containers, chassis with containers or trailers, or in loading containers, chassis or trailers for outbound shipments.
- II. Neither party will be held in breach of these Terms and Conditions for a delay or failure to perform if and to the extent the delay or failure to perform under these Terms and Conditions is due to an Act of God or the public enemy, labor disorder, civil commotion, closing of public highways, government interference, government regulations, or any similar event or occurrence beyond the reasonable control of the affected party.
- III. When Goods are ordered out a reasonable time shall be given Warehouseman to carry out instructions, and if it is unable because of acts of God, war, public enemies, seizure under legal process, strikes, lockouts, riots or civil commotions, or any reason beyond Warehouseman's control, or because of loss of or damage to Goods for which Warehouseman is not liable, or because of any other excuse provided by law, Warehouseman shall not be liable for failure to carry out such instructions and Goods remaining in storage will continue to be subject to regular storage charges.

## **Warehousing: Liability for Disappearance, Shrinkage, Shortage or Overage**

### ***Sifter searches for***

References to a party being liable, or not being liable, for shortages, overages or the disappearance or shrinkage of goods.

### ***Examples***

- I. Warehouseman shall be liable for loss of Goods due to inventory shortage or unexplained or mysterious disappearance of Goods only if Depositor establishes such loss occurred because of Warehouseman's failure to exercise the care required of Warehouseman under Section [X] above.
- II. [Company] is responsible for the net shrinkage and damage to Depositor goods only in excess of 0.5% ("Shrinkage Allowance") of total units received on an annual basis (or prorated therefor) against [Company]'s warehouse management system ("WMS").
- III. IN THE EVENT OF LOSS, OVER-SHIPMENT, SHORT-SHIPMENT, DAMAGE, OR DESTRUCTION TO PRODUCTS FOR WHICH THE WAREHOUSE IS RESPONSIBLE, THERE SHALL BE A STOCK LOSS TOLERANCE APPLIED OF 0.5% OF TOTAL THROUGHPUT POUNDS HANDLED AT THE WAREHOUSE DURING THE APPLICABLE CALENDAR YEAR QUARTER (THE "STOCK LOSS TOLERANCE").

## Warehousing: Limitation of Damages

### *Sifter searches for*

Provisions limiting liability for damages.

### *Examples*

- I. Customer declares that damages are limited to: (A) THE ACTUAL COST TO REPAIR, RESTORE AND/OR REPLACE ANY DAMAGED GOODS, OR (B) 50 CENTS PER POUND FOR ANY DAMAGED GOODS, WHICHEVER IS LESS PROVIDED THAT IT MAY BE INCREASED UPON CUSTOMER'S WRITTEN REQUEST ON PART OR ALL OF THE GOODS HEREUNDER IN WHICH EVENT AN ADDITIONAL MONTHLY CHARGE WILL BE MADE BASED UPON SUCH INCREASED VALUATION.
- II. In particular, but without limiting the extent of the foregoing disclaimer, Company shall not be responsible for damage caused by fire, wind, water, sprinkler leakage, vermin, acts of God, strikes or other work stoppages, or other causes that are beyond the control of the Company.
- III. THE WAREHOUSEMAN OR DEPOSITOR SHALL NOT BE LIABLE FOR ANY LOSS OR INJURY TO GOODS STORED HOWEVER CAUSED UNLESS SUCH LOSS OR INJURY RESULTED FROM THE FAILURE BY THE WAREHOUSEMAN TO EXERCISE SUCH CARE IN REGARD TO THEM AS A REASONABLY CAREFUL MAN WOULD EXERCISE UNDER LIKE CIRCUMSTANCES AND WAREHOUSEMAN OR DEPOSITOR IS NOT LIABLE FOR DAMAGES WHICH COULD NOT HAVE BEEN AVOIDED BY THE EXERCISE OF SUCH CARE.

## **Warehousing: Minimum Charges**

### *Sifter searches for*

References to minimum warehousing charges.

### **Examples**

- I. A minimum handling charge per lot and a minimum storage charge per lot per month will be made.
- II. When the warehouse receipt covers more than one lot or when a lot is an assortment, a minimum charge per mark, brand or variety will be made.
- III. A minimum monthly charge to one account for storage and/or handling will be made.

## **Warehousing: Misshipment of Goods**

### *Sifter searches for*

References to misshipping goods.

### *Examples*

- I. If Warehouseman negligently misships Goods, the Warehouseman shall pay the reasonable transportation charges incurred to return the misshipped Goods to the Facility.
- II. If Company negligently mis-ships goods, Company shall pay the reasonable transportation charges incurred to return the mis-shipped goods to the facility.

## **Warehousing: Moving Goods in Storage**

### *Sifter searches for*

Provisions about moving goods while in storage.

### *Examples*

- I. Warehouse reserves the right to move, at its expense, ten (10) days after notice is sent by certified or registered mail to the Customer, any Goods in storage from the last warehouse in which they may be stored to any other of their warehouses.
- II. WAREHOUSEMAN will store the goods at, and may without notice move the goods within and between, any one or more of the warehouse buildings which comprise the warehouse complex identified on the front of this warehouse receipt.
- III. Unless otherwise allowed by this Appendix, the Storage Facility shall not transfer Goods unless authorized in writing by Customer or an authorized representative of Customer.

## **Warehousing: Physical Inventory and Cycle Counts**

### ***Sifter searches for***

References to physical inventories and cycle counts.

### ***Examples***

- I. WAREHOUSE will take physical inventories and cycle counts as requested by DEPOSITOR, at DEPOSITOR'S expense.
- II. All shipping, receiving and inventory transaction processing will be terminated during the period of the physical inventory to ensure simultaneous cut-off of all activity.
- III. Representatives of DEPOSITOR and WAREHOUSE personnel, as well as any independent auditor or designee, may be present when any physical inventory is taken.

## Warehousing: Prorating Storage Charges

### *Sifter searches for*

References to prorating storage charges.

### *Examples*

- I. Notwithstanding the above, (a) a full month's storage charge will apply to all Goods received between the first and the 15th, inclusive, of a calendar month; (b) one-half month's storage charge will apply to all Goods received between the 16th and last day, inclusive, of a calendar month; and (c) a full month's storage charge will apply to all Goods in storage on the first day of a calendar month.
- II. A full month's storage charge will apply on all Goods received.



## **Warehousing: No Designation as Consignee and No Title to Goods**

### ***Sifter searches for***

References to shipping, or not shipping, goods to Warehouse as a named consignee.

### ***Examples***

- I. Customer agrees not to ship Goods to Warehouse as a named consignee.
  
- II. If, in violation of this Agreement, Goods are shipped to Warehouse as named consignee, Customer agrees to notify the delivering carrier in writing prior to such shipment, that [Company] named as consignee is a warehouseman and has no beneficial title or interest in such property.
  
- III. Depositor agrees to ship goods to the Company affiliated warehouse with the Depositor as the named consignee.

## **Warehousing: Obligation of Accuracy**

### ***Sifter searches for***

A provision requiring the depositor to provide accurate and adequate information concerning the stored goods.

### ***Examples***

- I. Depositor will provide Warehouseman with information concerning the Goods which is accurate, complete, and sufficient to allow Warehouseman to comply with all laws and regulations concerning the storage, handling and transporting of the Goods.
  
- II. Customer shall timely furnish Provider with all correct and proper information and instructions to permit Provider to prepare Products or Materials for shipment, including shipping papers and certifications, in a manner which conforms such shipments with all applicable governmental regulations.
  
- III. Customer shall timely inform Provider of and provide Provider with the most current and pertinent information concerning any special characteristics of the Products or Materials, including (but not limited to) safety and health information, toxicological information, applicable environmental data, material safety data sheets (MSDS), labeling information and the procedures known to or developed by the Customer with respect to the receiving, storing, handling, shipping, or disposing of the Products or Materials (the “Product/Material Information Data”)

## **Warehousing: Recalling Goods**

### *Sifter searches for*

References to recalling goods.

### *Examples*

- I. If any government or regulatory agency requires the recall of a Product or Products or if Customer or Provider wishes to voluntarily recall a Product, Customer must e-mail the assigned Customer Service Representative (“CSR”) and Relationship Manager (and any other desired contacts) with the product code (“SKU”) and batch code (“Lot”) that needs to be recalled/placed on HOLD.
- II. Each Party shall inform the other as to the status of all Product in each Party’s possession, which was seized or quarantined as a result of the need to initiate a Recall.
- III. Where COMPANY is the Product Registration Application Holder: [Party] shall notify COMPANY within 24 hours of Product complaints that impact quality, purity, safety and effectiveness of distributed product that are likely to result in a Field Alert and/or Recall.

## Warehousing: Receipts

### *Sifter searches for*

References to warehouse receipts.

### *Examples*

- I. Documents of title, including warehouse receipts, may be issued either in physical or electronic form at the option of the parties.
- II. “Receipt” means this non-negotiable warehouse receipt to which these Terms and Conditions are attached and which acknowledges in writing Storer’s or Warehouse’s receipt for storage of Depositor’s Goods.
- III. The storage month begins on the date that Warehouse accepts care, custody and control of the Products, regardless of unloading date or date of issue of warehouse receipt.

## **Warehousing: Refusing or Rejecting Goods**

### *Sifter searches for*

References to refusing or rejecting goods.

### *Examples*

- I. Warehouseman may, at its sole discretion, reject any shipment of Goods that it deems to be improperly marked, packaged, or contains any hazardous material, unless specifically agreed to by Warehouseman.
- II. In the event that goods tendered for storage or other services do not conform to the description contained herein, or conforming goods are tendered after 30 days from the proposal date without prior written acceptance by Depositor as provided in paragraph (a) of this section, Company affiliated warehouse may refuse to accept such goods.
- III. Before tendering Goods that require specialized handling or which are dangerous or hazardous, Depositor shall identify such goods and special handling requirements to Warehouse Operator in writing and Warehouse Operator may decline to store such goods.

## **Warehousing: Releasing Goods from Storage**

### *Sifter searches for*

References to releasing a depositor's goods from storage.

### *Examples*

- I. Depositor represents and warrants that it is the owner or has lawful possession of the Goods and all right and authority to store them with Warehouse Operator and thereafter direct the release and/or delivery of the Goods.
- II. Reseller will instruct Company to ship Inventory to its customers or to Reseller's location by submitting a request for shipment (the "Shipping Release") that shall include: (i) product description, (ii) unit quantity, (iii) the SKU number assigned to the Inventory, and (iv) the ship-to address.
- III. Depositor shall provide Warehouse Operator reasonable advance written notice and instructions (each, a "Release Order") if it desires to order any Goods released from the Warehouse.

## **Warehousing: Removing, Selling or Disposing of Goods**

### ***Sifter searches for***

References to removing, selling or otherwise disposing of goods in storage.

### ***Examples***

- I. Pending such disposition, sale or return of the Goods, the Warehouse may remove the Goods from the Facility and shall incur no liability by reason of such removal.
- II. If such charges are not paid in full by the specified date of termination or the Goods are not removed by such date, [Company] may sell the Goods as provided by law and shall be entitled to exercise any other rights it has under the law with respect to the Goods.
- III. All fees and expenses hereunder shall continue to accrue until such time as all Goods have been removed from Warehouse's facilities.

## Warehousing: Responsible for Transportation Charges

### *Sifter searches for*

A provision requiring, or not requiring, a party to pay transportation charges.

### *Examples*

- I. If, in violation of this agreement, goods are shipped to [Company] as the named consignee, Customer agrees to notify the carrier in writing prior to such shipment, with copy of such notice to [Company], that [Company] named as consignee is a warehouseman and has no beneficial title or interest in such property and Customer further agrees to indemnify and hold harmless [Company] from any and all claims for unpaid transportation charges, including undercharges, demurrage, detention or charges of any nature, in connection with goods so shipped.
- II. If Transporter negligently misships goods, Transporter shall pay the reasonable transportation charges incurred to return the misshipped goods to the warehouse.
- III. If Warehouse Operator pays any lawful transportation charges on behalf of Depositor, then Depositor shall promptly reimburse Warehouse Operator for such charges, and in any case within five [5] business days after receiving an invoice for such charges from Warehouse Operator.



## **Warehousing: Revising Rates**

### *Sifter searches for*

References to revising warehousing rates.

### *Examples*

- I. [Warehouse] may, upon thirty (30) days' written notice, revise its rates during the time the Goods are in storage.
- II. Company reserves the right to review pricing after thirty (30) days.
- III. Pricing is subject to change, based on variations between the details provided by the Depositor and the actual account characteristics, as experienced once the account begins.

## **Warehousing: Shipment Manifest, References To**

### *Sifter searches for*

References to a manifest.

### *Examples*

- I. Customer shall furnish, at or prior to such delivery, a manifest showing marks, brands, or sizes to be kept and accounted for separately, and the class of storage and other services desired.
- II. The pick, pack and manifest charge will be at the per order rate of \$[\*] per order and will include the order selection of one item.
- III. [Company] will accurately label and electronically manifest the finished, packed carton(s), include any designated inserts, and tender them to the appropriate/designated carrier.

## **Warehousing: Storage Conditions and Safety Measures**

### *Sifter searches for*

References to a warehouse's storage conditions and safety measures.

### *Examples*

- I. Warehouse Operator will not be required to maintain a watchman or a sprinkler system, and Depositor acknowledges that Warehouse Operator's failure to do so will not constitute negligence under Section X(a) or otherwise.
- II. Widgetco represents and warrants to Acme that there are no known potential health, safety and/or environmental hazards associated with the storage and handling of such goods.
- III. Safely store all equipment, supplies and materials not affixed to or incorporated into the Houses on the Lots or in a warehouse acceptable to Bank, in each case under adequate safeguard to minimize the possibility of loss, theft, damage or commingling with other property.

## **Warehousing: Storage Location**

### *Sifter searches for*

A storage warehouse's location.

### **Examples**

- I. Warehouse Address: 123 Alphabet St, AB 54321
  
- II. Concurrently with entering into this Amendment, [Company] and Customer have entered into a certain Sublease Agreement of even date herewith (the "SUBLEASE") by which [Company] has subleased to Customer a certain warehousing facility located at Suburban Industrial Center, Springfield, Oregon (the "SUBLEASED FACILITY").

## **Warehousing: Storage Rates and Charges, References To**

### ***Sifter searches for***

References to storage rates or charges.

### ***Examples***

- I. Warehouse Operator will not be required to maintain a watchman or a sprinkler system, and Depositor acknowledges that Warehouse Operator's failure to do so will not constitute negligence under Section X(a) or otherwise.
- II. Widgetco represents and warrants to Acme that there are no known potential health, safety and/or environmental hazards associated with the storage and handling of such goods.
- III. Safely store all equipment, supplies and materials not affixed to or incorporated into the Houses on the Lots or in a warehouse acceptable to Bank, in each case under adequate safeguard to minimize the possibility of loss, theft, damage or commingling with other property.

## **Warehousing: Storing Hazardous Materials, Perishables or High Value Goods**

### ***Sifter searches for***

References to storing hazardous, perishable or high value goods.

### ***Examples***

- I. Customer agrees not to store any flammables, hazardous wastes, alcoholic beverages, or high valued items (i.e. jewelry) under this Appendix.
- II. All Hazardous, Dangerous or Regulated Goods must be properly packaged and labeled for ordinary storage, handling and transportation, in accordance with industry standards and applicable laws and regulations.
- III. Depositor further represents and warrants to Warehouseman that there are no potential health, safety, or environmental hazards associated with the storage and handling of the Goods tendered to Warehouseman under this Agreement.

## Warehousing: Taxes

### *Sifter searches for*

References to taxes or duties on stored goods.

### *Examples*

- I. Depositor shall be responsible for all such charges, costs, and taxes; provided, that Depositor shall not be responsible for any taxes imposed on, or with respect to, Warehouse Operator's income, revenues, gross receipts, personnel, or real or personal property.
- II. All charges are exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any governmental authority on any amounts payable by Customer.
- III. Customer acknowledges that Provider's cost basis for delivery of the Warehousing Services may be materially impacted by unforeseen events including newly enacted or applicable taxes, licenses, duties, fees, charges, and assessments that may be imposed by any governmental authority upon the Facility, the Products, the Materials or the Warehousing Services.
- IV. Landlord shall pay all taxes (if any) on the real property comprising part of the Premises, and Tenant shall pay all taxes on personal property located on or within the Premises.

## **Warehousing: Tendering Goods**

### *Sifter searches for*

References to tendering goods for storage.

### *Examples*

- I. Before tendering Goods that require specialized handling, Depositor shall identify such goods and special handling requirements to Warehouse Operator in writing and Warehouse Operator may decline to store such goods.
- II. It is Customer's sole obligation to provide [Warehouse] with proper storage instructions for Customer's goods.
- III. The tenderer shall furnish all the details as prescribed in the [Company] form.



## **Warehousing: Title to Goods**

### *Sifter searches for*

A provision stating that the depositor owns or lawfully possesses the stored goods or that the warehouse does not own or lawfully possess the goods.

### *Examples*

- I. Customer represents and warrants that Customer has title to and is in lawful possession of the Goods and has the right and authority to store the Goods with:
- II. Depositor warrants that it is the owner and/or has lawful possession of the Goods, and that Depositor has the sole legal right to store and thereafter direct the release and delivery of the Goods
- III. Depositor represents and warrants that Depositor is lawfully possessed of the Goods and has the right and authority to store them with Warehouseman.

## **Warehousing: Transferring Goods**

### *Sifter searches for*

Provisions related to transferring goods to or from a storage facility.

### *Examples*

- I. When Goods in storage are transferred from one party to another through issuance of a new warehouse receipt, a new storage date is established on the date of transfer.
- II. Instructions to transfer Goods on the books of the Warehouseman are not effective until delivered to and accepted by Warehouseman, and all charges up to the time transfer is made are chargeable to the Depositor.
- III. If a transfer involves re-handling the Goods, such transfer will be subject to handling and other charges, as applicable.

## **Warranty: Fitness for a Particular Purpose**

### *Sifter searches for*

A provision excluding the warranty of fitness for a particular purpose.

### *Examples*

- I. EXCEPT AS EXPRESSLY SET FORTH IN THIS SERVICES AGREEMENT, THE SERVICES TO BE PURCHASED UNDER THIS SERVICES AGREEMENT ARE FURNISHED AS IS, WHERE IS, WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.
  
- II. The Site is provided "as is," without any warranties of any kind to the fullest extent permissible under applicable law, the Company disclaims all such warranties, express or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose, non-infringement, accuracy, freedom from errors, suitability of content, or availability.

## **Warranty: Merchantability**

### *Sifter searches for*

References to the warranty of merchantability.

### **Examples**

- I. Company warrants merchantability.
- II. EXCEPT AS EXPRESSLY SET FORTH IN THIS SERVICES AGREEMENT, THE SERVICES TO BE PURCHASED UNDER THIS SERVICES AGREEMENT ARE FURNISHED AS IS, WHERE IS, WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.
- III. The Site is provided "as is," without any warranties of any kind to the fullest extent permissible under applicable law, the Company disclaims all such warranties, express or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose, non-infringement, accuracy, freedom from errors, suitability of content, or availability.

## **Warranty: No Warranties or No Other Warranties**

### ***Sifter searches for***

A provision saying that a party is not making any warranties except those contained in the agreement, or that it isn't making any warranties at all.

### ***Pattern 1: No Warranties and No Other Warranties***

#### ***Examples***

- I. EXCEPT FOR THE REPRESENTATIONS CONTAINED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- II. Except as expressly listed herein, [Company] makes no warranties, whether express, implied, contractual or statutory with respect to the Services.
- III. Except as otherwise expressly set forth in this Agreement, Seller does not warrant, either expressly or impliedly, the condition or fitness of the Property, including the building(s), fixture(s) or improvement(s), if any, to be conveyed hereunder, or any use as to which any of the foregoing may be put.
- IV. [Company] MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITH RESPECT TO THE MATERIALS, AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE MATERIALS WILL NOT INFRINGE ANY PATENT OR OTHER PROPRIETARY RIGHTS OF A THIRD PARTY.

## **Warranty: No Warranty for Third-Party Components**

### *Sifter searches for*

A provision excluding any warranty for third-party components.

### *Pattern 1: Disclaimer*

This pattern looks for language that describes that a vendor will not be providing warranties for language about third party components.

### *Examples*

- I. VENDOR PROVIDES NO WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO THIRD PARTY COMPONENTS, AND VENDOR WILL NOT BE LIABLE FOR ANY FAILURE OF ANY THIRD PARTY COMPONENT TO FUNCTION AS EXPECTED OR INTENDED.
- II. [Company] does not warranty these third party products in any way whatsoever.
- III. Without limiting the terms in the End User License Agreement, Party expressly disclaims any warranty or other assurance to you regarding the Third-Party Software.

## Warranty: Period

### *Sifter searches for*

A provision specifying the duration of a warranty period.

### ***Pattern 1: Warranty Period***

#### ***Examples***

- I. Subject to Section 9.4, the Warranty will remain in full force and effect for a period beginning on the date of Final Completion and ending one (1) year thereafter (such period, the Warranty Period).
- II. For a period of 12 months (or such longer period if so warranted by Sellers suppliers) from the date of delivery of any Product to Buyer (the Warranty Period), Seller warrants that such Product shall (i) be free from defects in materials and workmanship, (ii) have been manufactured and assembled in accordance with Section 5 above, (iii) be free from all liens and encumbrances and (iii) conform to its respective Specifications and purchase order.

### ***Pattern 2: Warrants***

#### ***Examples***

- III. Company warrants for thirty (30) days after shipment that the recording media by which the Licensed Materials are furnished is free of manufacturing defects and shipping damage if the media has been properly installed on the Designated Equipment.
- IV. The Vendor will guarantee that all the Goods, Materials and Equipment shall be repaired or replaced as the case may be at his own expense in case the same have been found to be defective in respect of materials, design, workmanship or smooth and rated operation within a Period of 12 months after the same have been put in service or 24 months from the date of shipment whichever is earlier.
- V. Manufacturer warrants to Buyer that Products assembled or manufactured by Manufacturer will (i) conform in all respects to their Specifications; (ii) will be merchantable, of first-class workmanship and be free from defects in materials and workmanship under normal use and service for a period of Twelve (12) months following shipment by Manufacturer to Buyer.

## Which Part Controls

### *Sifter searches for*

A provision saying which document prevails if different documents pertaining to the transaction are inconsistent.

**Related Sifter Alert** - This Sifter searches for a provision saying which document prevails if there is a conflict. If instead you're interested in statements of fact regarding the lack of any conflict with other agreements, use **No Conflict with Other Agreements**.

### *Examples*

- I. The terms and provisions contained in the Notes shall constitute, and are hereby expressly made, a part of this Agreement. To the extent applicable, the Company and Collateral Agent, by their execution and delivery of this Agreement, and the Holders by accepting the Notes, expressly agree to such terms and provisions and to be bound thereby. In the event of conflict, the provisions of this Agreement shall control.
- II. If the parties fail to resolve the Dispute in mediation, and a party desires to pursue resolution of the Dispute, the Dispute will be submitted by either party for resolution in arbitration pursuant to the then current CPR Rules for Non-Administered Arbitration of International Disputes ("CPR Rules") ([www.cpradr.org](http://www.cpradr.org)), except where they conflict with these provisions, in which case these provisions control.



## **Withholding Funds, References To**

### ***Sifter searches for***

References to withholding funds.

### ***Examples***

- I. Within forty-five (45) calendar days from the date of Final Completion of all Work performed by Sub-contractor hereunder, and subject to Contractor and Owners satisfaction and approval of such Work, Contractor shall pay Sub-contractor, as full compensation, the agreed amount in accordance with each Release issued hereunder, including all amounts withheld and not applied to a valid claim.
- II. To the extent that amounts are so deducted and withheld, such amounts shall be timely paid to the appropriate taxing authority and shall be treated for all purposes under this Agreement as having been paid to the Person in respect of which such deduction and withholding was made.
- III. We shall indemnify and hold You harmless from any action or suit brought by such third party billing vendor seeking payment of any such payments withheld by You.

## Woman-Owned Business: Definition

### *Sifter searches for*

A definition of the defined term "Woman-Owned Business".

### *Pattern 1: Written Amendments*

This pattern looks for language that provides the definition of a Woman-Owned Business.

### *Examples*

- I. A women-owned business, as used in this form, refers to a business that is at least 51-percent owned by one or more women, and whose management and daily business operations are controlled by one or more women.
- II. Women business enterprise (WBE): A firm with at least 51 percent ownership and control by women.

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## LEGALSIFTER REVIEW and LEGALSIFTER ORGANIZE

### Work Made for Hire

#### *Sifter searches for*

A provision saying that specified work is, or is not, "work made for hire," as defined in the Copyright Act of 1976.

#### ***Pattern 1: Made for Hire***

This pattern looks for language that describes work, inventions, writings, agreements, or anything similar and language that states those things shall be considered work for hire.

#### ***Examples***

- I. Employee agrees that any work, invention, idea or report which he produces or which results from or is suggested by the work Employee does on behalf of the Company, its parent, subsidiaries or affiliates is a work for hire (hereinafter referred to as Work) and will be the sole property of the Company.
- II. Subject to Section 1(d), Employee expressly acknowledges that all copyrightable aspects of the Inventions are to be considered works made for hire within the meaning of the Copyright Act of 1976, as amended (the Act), and that Employer is to be the author within the meaning of such Act for all purposes.

#### ***Pattern 2: Not Made for Hire***

This pattern looks for language that describes work, inventions, writings, agreements, or anything similar and language that states those things shall *not* be considered work for hire.

#### ***Examples***

- I. THIS WORK AGREEMENT IS NOT A WORK FOR-HIRE AGREEMENT - Contractor and its suppliers retain on an exclusive basis for itself or themselves all right, title and interest in and to any intellectual property developed, discovered, conceived or introduced by Contractor in the performance of this Agreement, including, but not limited to, all patents, patent applications, copyrights and other intellectual property rights relating to or associated with the Work Products or the Innovations.
- II. THIS AGREEMENT IS NOT A WORK FOR HIRE AGREEMENT.

## Work Product: Definition

### *Sifter searches for*

A definition of the defined term "Work Product" or "Work Products".

### *Examples*

- I. "Work Product" means (i) all Deliverables, (ii) all Intellectual Property, in any stage of development, that the Contractor conceives, creates, develops, or reduces to practice in connection with performing the Services, and (iii) all tangible embodiments (including models, presentations, prototypes, reports, samples, and summaries) of each item of such Intellectual Property.
- II. "Work Product" means the writings, notes, memoranda, reports on conversations with the client or witness, research, and confidential materials which an attorney has developed while representing a client, particularly in preparation for trial.

## Works: Definition

### *Sifter searches for*

A definition of the defined term "Works".

### *Examples*

- I. The “Works” shall be defined as the deliverables created, developed, reduced to output and delivered to the Company by Consultant, including without limitation, all documents, code, works of authorship, programs, designs, developments, processes, data, techniques, discoveries, diagrams, specifications, formulae, ideas, inventions, know-how, improvements, and manufacturing deliverables. The Works shall not include any individual elements included in any Work that are licensed from a third party.
- II. “Works” shall mean any work product, technical knowledge, creations, know-how, formulations, recipes, specifications, rights, devices, drawings, instructions, expertise, trade practices, customer lists, computer data, software (whether in source code or object code), algorithms, analytical and quality data, Marks, copyrights, commercial information, inventions, works of authorship, designs, methods, processes, technology, patterns, techniques, data, patents, trade secrets, related contracts, licenses and agreements and the like, and all other intellectual property, in each case, created, authored, composed, or invented by the Service Provider , whether solely or jointly with others, whether patented, patentable or not, whether in written form or otherwise, in performing the Services or any other of Service Provider ’s obligations under this Agreement .
- III. “Works” means all works including without limitation all copyright works or designs originated, conceived, developed or written by you alone or with others during the Employment which relate to or could relate to the Businesses.

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## LEGALSIFTER ORGANIZE

### **Billing Address**

#### *Sifter searches for*

A physical or email address where bills or invoices must be sent or a statement of where such an address can be found.

#### *Examples*

- I. Notices, authorizations and other official communications under this Agreement shall be transmitted in writing by prepaid United States certified mail, return receipt requested, or overnight receipted courier, to [Company], at the address and attention of the person set forth on the first page of this Agreement for [Company], to the billing address and attention of the person set forth on the first page of this Agreement for Customer.
- II. [Company] shall transmit the invoice on the date of issue to the email address specified above.
- III. [Company] will invoice [Company] for any amount due under a Project at the address (including the email address) in Article 16 (Addresses and Notices).

## LEGALSIFTER ORGANIZE

### **Contract Type**

#### *Sifter searches for*

The specific type (or category) of the contract.

#### **Examples**

- I. [Company] MASTER SERVICES AGREEMENT
- II. This Consulting Agreement (“Agreement”) is dated April 20, 2013...

## LEGALSIFTER ORGANIZE

### **Contract Value**

#### *Sifter searches for*

Where the contract value may be mentioned or anywhere in which payments are exchanged.

#### *Examples*

- I. Acquirers will purchase the capital stock for a total purchase price of \$600,000.00.
- II. The Company shall pay... a fee at the annual rate of \$208,000.



## LEGALSIFTER ORGANIZE

### **Goods: Shipping Address**

#### *Sifter searches for*

A shipping address for the contract.

#### *Examples*

- I. Ship To: [Company]...
- II. Equipment should be shipped to: ### Main St...

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**LEGALSIFTER ORGANIZE****Insurance: All Types*****Sifter searches for***

Insurance requirements (insurance of any type). These may or may not include coverage amounts.

***Examples***

- I. The Loan Parties shall carry and maintain insurance...
- II. Contractor shall maintain commercial general liability (CGL) with a limit of not less than \$1,000,000 each occurrence/\$2,000,000 general aggregate.

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## LEGALSIFTER ORGANIZE

### **Intellectual Property**

#### *Sifter searches for*

Definition of intellectual property or intellectual property rights or specifying intellectual property rights or restrictions.

#### *Examples*

- I. "Intellectual Property Rights" means patents, trademarks, service marks, design rights...
- II. Consultant agrees to keep accurate records relating to the conception and reduction to practice of all Inventions...

## LEGALSIFTER ORGANIZE

### **Leases: Payment in Arrears or Advance**

#### *Sifter searches for*

Indication of whether lease payments are due in advance or in arrears.

#### *Examples*

- I. Each installment payment shall be due in advance on the first day of each calendar month...
- II. The Tenant will pay the Base Rent on or before the First of each and every month of the term of this Lease to the Landlord.

## LEGALSIFTER ORGANIZE

### Leases: Property Address

#### *Sifter searches for*

The address of the property.

#### *Examples*

- I. Landlord is the leaseholder of certain land and improvements (the “Master Lease Premises”) located at the real property commonly known and numbered as ##### Main Street, Boston, MA.
- II. "Building" means all buildings, improvements, equipment, fixtures, property and facilities from time to time located at ### Main St, St Paul, MN, #####

## LEGALSIFTER ORGANIZE

### **Leases: Remedies**

#### *Sifter searches for*

Sentences that describe what remedies are available upon a breach of contract.

#### *Examples*

- I. In the event of such breach, the Company or Consultant will be entitled to seek injunctive relief and/or a decree for specific performance.
- II. The Company therefore agrees that, in the event of any such breach or threatened breach, the Investor shall be entitled, in addition to all other available remedies, to an injunction restraining any breach, without the necessity of showing economic loss and without any bond or other security being required.

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## LEGALSIFTER ORGANIZE

### **Leases: Rent Commencement Date**

#### *Sifter searches for*

Sentences that describes what event triggers the rent payments to start.

#### *Examples*

- I. Unless otherwise specified in the Basic Provisions, the "Rent Commencement Date" shall be the same date as the Commencement Date.
- II. The "Rent Commencement Date" means the earlier of (i) the date on which Tenant opens for business in the entire Premises, and (ii) the day after the expiration of the Construction Period.
- III. The Commencement Date of the term shall be January 1, 2011.
- IV. It commences once the Lessee occupies the premises (date of the final incoming delivery report) on January 1, 2000, in order to terminate by operation of law after a period of nine years.

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## LEGALSIFTER ORGANIZE

### **Leases: Term Period Unit of Measurement**

#### *Sifter searches for*

Identification of the term of the contract, and specifically the units of measurement (months, years, weeks, etc.).

#### *Examples*

- I. Lease Term: 36 Months
- II. The term of this Lease shall commence on the 21<sup>st</sup> day of December, 2015 and shall continue for an initial term of 10 years.



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## LEGALSIFTER ORGANIZE

### **Leases: Type of Lease**

#### *Sifter searches for*

Indication of the property lease type.

#### *Examples*

- I. The Lease is a net lease, it being the intention of the parties that all costs, expenses and liabilities... shall be borne by Lessee.
- II. This Lease is what is commonly called a "Net, Net, Net Lease", it being understood and agreed by Lessee that Lessee shall be obligated under this Lease to pay the Lessor the Rental set forth.

**Limitation of Liability***Sifter searches for*

Where liability is limited for one or more parties.

**Examples**

- I. In no event will Consultant be liable for any consequential, indirect, exemplary, special, punitive or incidental damages arising from or relating to this Agreement.

## LEGALSIFTER ORGANIZE

### **Representations and Warranties**

#### *Sifter searches for*

*Where any representation or warranty is made by any party.*

#### **Examples**

- I. Consultant represents and warrants that Consultant is not subject to any contract or duty that would be breached by Consultant's entering into or performing Consultant's obligations under this Agreement.

## LEGALSIFTER ORGANIZE

### **Warranty: Product or Service**

#### *Sifter searches for*

Clauses containing any warranties about the quality of a product or service.

#### *Examples*

- I. The Inventory is merchantable... and is free of any material defects in workmanship.
- II. Seller warrants that for a period of three (3) years from the date of delivery... all Product(s)... will conform to the product and test specifications.

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**LEGALSIFTER REVIEW**
**FAR and DFARS Sifters**

The Federal Acquisition Regulation (FAR) is the primary regulation for use by all executive agencies in acquiring supplies and services with appropriated funds. The FAR also contains standard solicitation provisions and contract clauses and the various agency FAR supplements. The Department of Defense (DoD), GSA, and the National Aeronautics and Space Administration (NASA) jointly issue the FAR.

The Defense Federal Acquisition Regulation Supplement (DFARS) implements and supplements the FAR. The DFARS contains requirements of law, DoD-wide policies, delegations of FAR authorities, deviations from FAR requirements, and policies and procedures that have a significant effect on the public.

Each FAR/DFARS Sifter is designed to find references to, and display, a specific regulation. These Sifters only look for references to, and display, the regulation in question.

FAR - 52.200 - Scope of subpart	FAR - 52.227-4 - Patent Indemnity-Construction Contracts	DFARS - 252.204-7012 - Safeguarding Covered Defense Information and Cyber Incident Reporting
FAR - 52.202-1 - Definitions	FAR - 52.227-5 - Waiver of Indemnity	DFARS - 252.204-7014 - Limitations on the Use or Disclosure of Information by Litigation Support Contractors
FAR - 52.203-2 - Certificate of Independent Price Determination	FAR - 52.227-6 - Royalty Information	DFARS - 252.204-7015 - Notice of Authorized Disclosure of Information for Litigation Support
FAR - 52.203-3 - Gratuities	FAR - 52.227-7 - Patents-Notice of Government Licensee	DFARS - 252.204-7016 - Covered Defense Telecommunications Equipment or Services—Representation
FAR - 52.203-5 - Covenant Against Contingent Fees	FAR - 52.227-9 - Refund of Royalties	DFARS - 252.204-7017 - Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services—Representation

FAR - 52.203-6 - Restrictions on Subcontractor Sales to the Government	FAR - 52.227-10 - Filing of Patent Applications-Classified Subject Matter	DFARS - 252.204-7018 - Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services
FAR - 52.203-7 - Anti-Kickback Procedures	FAR - 52.227-11 - Patent Rights-Ownership by the Contractor	DFARS - 252.204-7019 - Notice of NIST SP 800-171 DoD Assessment Requirements
FAR - 52.203-8 - Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	FAR - 52.227-13 - Patent Rights-Ownership by the Government	DFARS - 252.204-7020 - NIST SP 800-171 DoD Assessment Requirements
FAR - 52.203-10 - Price or Fee Adjustment for Illegal or Improper Activity	FAR - 52.227-14 - Rights in Data-General	DFARS - 252.204-7021 - Cybersecurity Maturity Model Certification Requirements
FAR - 52.203-11 - Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	FAR - 52.227-15 - Representation of Limited Rights Data and Restricted Computer Software	DFARS - 252.205-7000 - Provision of Information to Cooperative Agreement Holders
FAR - 52.203-12 - Limitation on Payments to Influence Certain Federal Transactions	FAR - 52.227-16 - Additional Data Requirements	DFARS - 252.206-7000 - Domestic Source Restriction
FAR - 52.203-13 - Contractor Code of Business Ethics and Conduct	FAR - 52.227-17 - Rights in Data-Special Works	DFARS - 252.208-7000 - Intent to Furnish Precious Metals as Government-Furnished Material
FAR - 52.203-14 - Display of Hotline Poster(s)	FAR - 52.227-18 - Rights in Data-Existing Works	DFARS - 252.209-7002 - Disclosure of Ownership or Control by a Foreign Government
FAR - 52.203-15 - Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009	FAR - 52.227-19 - Commercial Computer Software License	DFARS - 252.209-7004 - Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism
FAR - 52.203-16 - Preventing Personal Conflicts of Interest	FAR - 52.227-20 - Rights in Data-SBIR Program	DFARS - 252.209-7006 - Limitations on Contractors Acting as Lead System Integrators
FAR - 52.203-17 - Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	FAR - 52.227-21 - Technical Data Declaration, Revision, and Withholding of Payment-Major Systems	DFARS - 252.209-7007 - Prohibited Financial Interests for Lead System Integrators

FAR - 52.203-18 - Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation	FAR - 52.227-22 - Major System-Minimum Rights	DFARS - 252.209-7008 - Notice of Prohibition Relating to Organizational Conflict of Interest—Major Defense Acquisition Program
FAR - 52.203-19 - Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	FAR - 52.227-23 - Rights to Proposal Data (Technical)	DFARS - 252.209-7009 - Organizational Conflict of Interest—Major Defense Acquisition Program
FAR - 52.204-1 - Approval of Contract	FAR - 52.228-1 - Bid Guarantee	DFARS - 252.209-7010 - Critical Safety Items
FAR - 52.204-2 - Security Requirements	FAR - 52.228-2 - Additional Bond Security	DFARS - 252.209-7998 - Representation Regarding Conviction of a Felony Criminal Violation under any Federal or State Law
FAR - 52.204-3 - Taxpayer Identification	FAR - 52.228-3 - Workers' Compensation Insurance (Defense Base Act)	DFARS - 252.209-7999 - Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction under any Federal Law
FAR - 52.204-4 - Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	FAR - 52.228-4 - Workers' Compensation and War-Hazard Insurance Overseas	DFARS - 252.211-7002 - Availability for Examination of Specifications, Standards, Plans, Drawings, Data Item Descriptions, and Other Pertinent Documents
FAR - 52.204-5 - Women-Owned Business (Other Than Small Business)	FAR - 52.228-5 - Insurance-Work on a Government Installation	DFARS - 252.211-7003 - Item Unique Identification and Valuation
FAR - 52.204-6 - Unique Entity Identifier	FAR - 52.228-7 - Insurance-Liability to Third Persons	DFARS - 252.251-7001 - Use of Interagency Fleet Management System (IFMS) Vehicles and Related Services
FAR - 52.204-7 - System for Award Management	FAR - 52.228-8 - Liability and Insurance-Leased Motor Vehicles	DFARS - 252.211-7007 - Reporting of Government-Furnished Property
FAR - 52.204-8 - Annual Representations and Certifications	FAR - 52.228-9 - Cargo Insurance	DFARS - 252.211-7008 - Use of Government-Assigned Serial Numbers
FAR - 52.204-9 - Personal Identity Verification of Contractor Personnel	FAR - 52.228-10 - Vehicular and General Public Liability Insurance	DFARS - 252.229-7014 - Full Exemption from Two-Percent Excise Tax on Certain Foreign Procurements

FAR - 52.204-10 - Reporting Executive Compensation and First-Tier Subcontract Awards	FAR - 52.228-11 - Individual Surety—Pledge of Assets	DFARS - 252.204-7024 - Notice on the Use of the Supplier Performance Risk System
FAR - 52.204-12 - Unique Entity Identifier Maintenance	FAR - 52.228-12 - Prospective Subcontractor Requests for Bonds	DFARS - 252.215-7002 - Cost Estimating System Requirements
FAR - 52.204-13 - System for Award Management Maintenance	FAR - 52.228-13 - Alternative Payment Protections	DFARS - 252.215-7003 - Requirement for Submission of Data Other Than Certified Cost or Pricing Data—Canadian Commercial Corporation
FAR - 52.204-14 - Service Contract Reporting Requirements	FAR - 52.228-14 - Irrevocable Letter of Credit	DFARS - 252.215-7004 - Requirement for Submission of Data Other Than Certified Cost or Pricing Data—Modifications—Canadian Commercial Corporation
FAR - 52.204-15 - Service Contract Reporting Requirements for Indefinite-Delivery Contracts	FAR - 52.228-15 - Performance and Payment Bonds-Construction	DFARS - 252.225.7061 - Restriction on the Acquisition of Personal Protective Equipment and Certain Other Items from Non-Allied Foreign Nations.
FAR - 52.204-16 - Commercial and Government Entity Code Reporting	FAR - 52.228-16 - Performance and Payment Bonds-Other Than Construction	DFARS - 252.215-7006 - Use of Employees or Individual Subcontractors Who are Members of the Selected Reserve
FAR - 52.204-17 - Ownership or Control of Offeror	FAR - 52.228-17 - Individual Surety—Pledge of Assets (Bid Guarantee)	DFARS - 252.215-7007 - Notice of Intent to Resolicit
FAR - 52.204-18 - Commercial and Government Entity Code Maintenance	FAR - 52.229-1 - State and Local Taxes	DFARS - 252.215-7008 - Only One Offer
FAR - 52.204-19 - Incorporation by Reference of Representations and Certifications	FAR - 52.229-2 - North Carolina State and Local Sales and Use Tax	DFARS - 252.215-7009 - Proposal Adequacy Checklist
FAR - 52.204-20 - Predecessor of Offeror	FAR - 52.229-3 - Federal, State, and Local Taxes	DFARS - 252.215-7010 - Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data
FAR - 52.204-21 - Basic Safeguarding of Covered Contractor Information Systems	FAR - 52.229-4 - Federal, State, and Local Taxes (State and Local Adjustments)	DFARS - 252.215-7011 - Requirements for Submission of Proposals to the Administrative Contracting Officer and Contract Auditor



FAR - 52.204-22 - Alternative Line Item Proposal	FAR - 52.229-6 - Taxes-Foreign Fixed-Price Contracts	DFARS - 252.215-7012 - Requirements for Submission of Proposals via Electronic Media
FAR - 52.204-23 - Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities	FAR - 52.229-7 - Taxes-Fixed-Price Contracts with Foreign Governments	DFARS - 252.215-7013 - Supplies and Services Provided by Nontraditional Defense Contractors
FAR - 52.204-24 - Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment	FAR - 52.229-8 - Taxes-Foreign Cost-Reimbursement Contracts	DFARS - 252.215-7014 - Exception from Certified Cost or Pricing Data Requirements for Foreign Military Sales Indirect Offsets
FAR - 52.204-25 - Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	FAR - 52.229-9 - Taxes-Cost-Reimbursement Contracts with Foreign Governments	DFARS - 252.215-7015 - Program Should-Cost Review
FAR - 52.204-26 - Covered Telecommunications Equipment or Services-Representation	FAR - 52.229-10 - State of New Mexico Gross Receipts and Compensating Tax	DFARS - 252.216-7000 - Economic Price Adjustment—Basic Steel, Aluminum, Brass, Bronze, or Copper Mill Products
FAR - 52.207-1 - Notice of Standard Competition	FAR - 52.229-11 - Tax on Certain Foreign Procurements—Notice and Representation	DFARS - 252.216-7001 - Economic Price Adjustment—Nonstandard Steel Items
FAR - 52.207-2 - Notice of Streamlined Competition	FAR - 52.229-12 - Tax on Certain Foreign Procurements	DFARS - 252.216-7002 - Alternate A, Time-and-Materials/Labor-Hour Proposal Requirements – Non-Commercial Item Acquisition with Adequate Price Competition
FAR - 52.207-3 - Right of First Refusal of Employment	FAR - 52.229-13 - Taxes—Foreign Contracts in Afghanistan	DFARS - 252.216-7003 - Economic Price Adjustment—Wage Rates or Material Prices Controlled by a Foreign Government
FAR - 52.207-4 - Economic Purchase Quantity-Supplies	FAR - 52.229-14 - Taxes—Foreign Contracts in Afghanistan (North Atlantic Treaty Organization Status of Forces Agreement)	DFARS - 252.216-7004 - Award Fee Reduction or Denial for Jeopardizing the Health or Safety of Government Personnel
FAR - 52.207-5 - Option to Purchase Equipment	FAR - 52.230-1 - Cost Accounting Standards Notices and Certification	DFARS - 252.216-7007 - Economic Price Adjustment—Basic Steel, Aluminum, Brass, Bronze, or Copper Mill Products—Representation

FAR - 52.207-6 - Solicitation of Offers from Small Business Concerns and Small Business Teaming Arrangements or Joint Ventures (Multiple-Award Contracts)	FAR - 52.230-2 - Cost Accounting Standards	DFARS - 252.216-7008 - Economic Price Adjustment—Wage Rates or Material Prices Controlled by a Foreign Government—Representation
FAR - 52.208-4 - Vehicle Lease Payments	FAR - 52.230-3 - Disclosure and Consistency of Cost Accounting Practices	DFARS - 252.216-7009 - Allowability of Legal Costs Incurred in Connection With a Whistleblower Proceeding
FAR - 52.208-5 - Condition of Leased Vehicles	FAR - 52.230-4 - Disclosure and Consistency of Cost Accounting Practices-Foreign Concerns	DFARS - 252.217-7000 - Exercise of Option to Fulfill Foreign Military Sales Commitments
FAR - 52.208-6 - Marking of Leased Vehicles	FAR - 52.230-5 - Cost Accounting Standards-Educational Institution	DFARS - 252.217-7001 - Surge Option
FAR - 52.208-7 - Tagging of Leased Vehicles	FAR - 52.230-6 - Administration of Cost Accounting Standards	DFARS - 252.217-7002 - Offering Property for Exchange
DFARS - 252.225-7058 - Postaward Disclosure of Employment of Individuals Who Work in the People’s Republic of China	FAR - 52.230-7 - Proposal Disclosure-Cost Accounting Practice Changes	DFARS - 252.217-7003 - Changes
FAR - 52.208-9 - Contractor Use of Mandatory Sources of Supply or Services	FAR - 52.232-1 - Payments	DFARS - 252.217-7004 - Job Orders and Compensation
FAR - 52.209-1 - Qualification Requirements	FAR - 52.232-2 - Payments under Fixed-Price Research and Development Contracts	DFARS - 252.217-7005 - Inspection and Manner of Doing Work
FAR - 52.209-2 - Prohibition on Contracting with Inverted Domestic Corporations-Representation	FAR - 52.232-3 - Payments under Personal Services Contracts	DFARS - 252.217-7006 - Title
FAR - 52.209-3 - First Article Approval-Contractor Testing	FAR - 52.232-4 - Payments under Transportation Contracts and Transportation-Related Services Contracts	DFARS - 252.217-7007 - Payments
FAR - 52.209-4 - First Article Approval-Government Testing	FAR - 52.232-5 - Payments under Fixed-Price Construction Contracts	DFARS - 252.217-7008 - Bonds
FAR - 52.209-5 - Certification Regarding Responsibility Matters	FAR - 52.232-6 - Payment under Communication Service Contracts with Common Carriers	DFARS - 252.217-7009 - Default
FAR - 52.209-6 - Protecting the Government’s Interest When Subcontracting with Contractors	FAR - 52.232-7 - Payments under Time-and-Materials and Labor-Hour Contracts	DFARS - 252.217-7010 - Performance

Debarred, Suspended, or Proposed for Debarment		
FAR - 52.209-7 - Information Regarding Responsibility Matters	FAR - 52.232-8 - Discounts for Prompt Payment	DFARS - 252.217-7011 - Access to Vessel
FAR - 52.209-9 - Updates of Publicly Available Information Regarding Responsibility Matters	FAR - 52.232-9 - Limitation on Withholding of Payments	DFARS - 252.217-7012 - Liability and Insurance
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