

apexanalytix + Agiloft

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# Connecting Risk Signals to Contract Insights

# Speakers



**Danny  
Thompson**

Chief Product  
Officer,  
apexanalytix



**Jack Wicks**

Senior Product  
Manager, Agiloft

# Agenda



- 1 Introduction

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- 2 Intro to Contract Intelligence

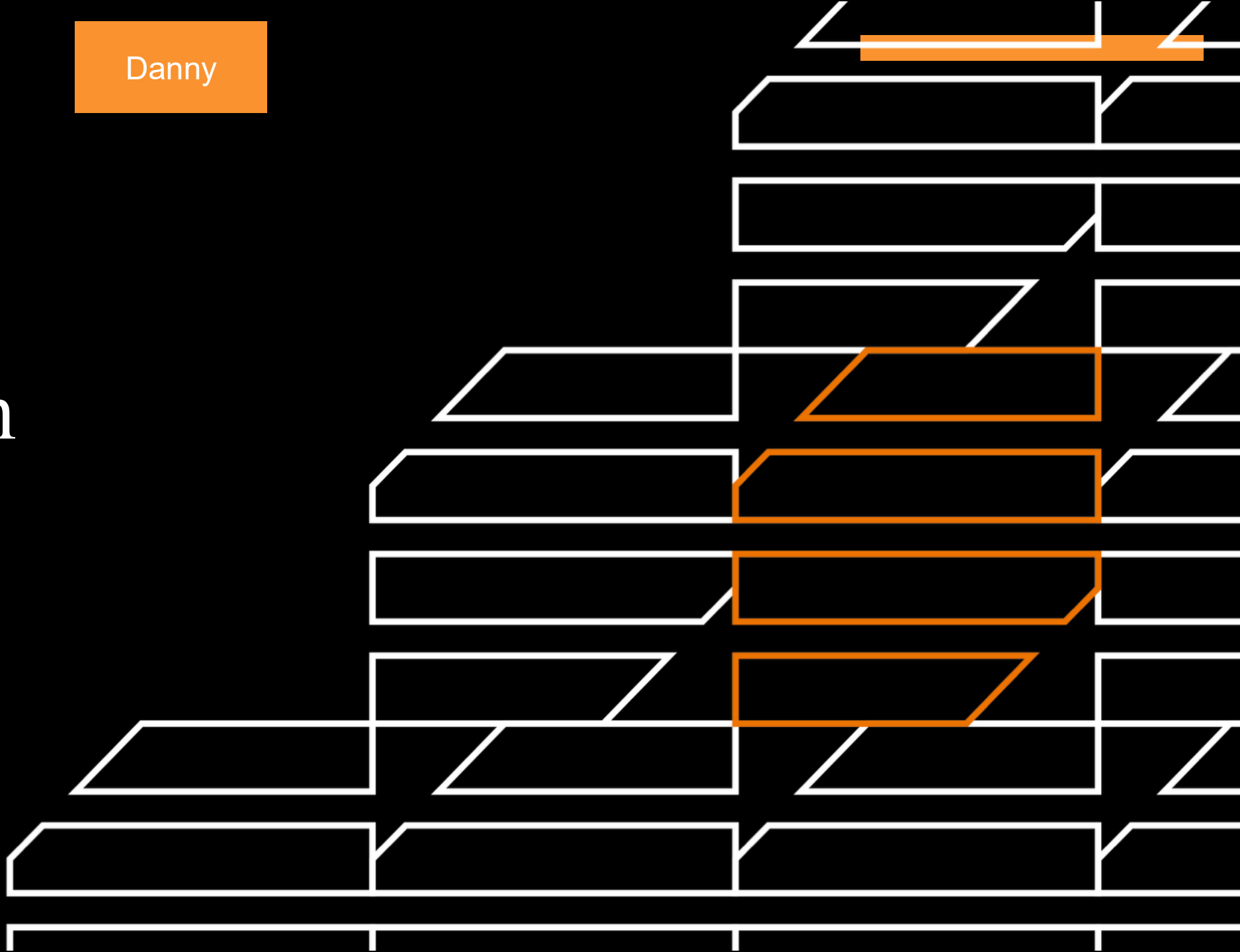
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- 3 How Counterparty Risk Informs Contract Negotiations

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- 4 How Contract Data Supports Incident Response

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- 5 How Contract Intelligence Informs Risk Monitoring

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# Introduction



Opportunity

# Heal the Disconnect Between Contracting & P2P

Up front risks and compliance concerns don't get addressed in the contract.

Contracted terms don't make it onto the vendor master.

Contracted SLAs and remedies don't get enforced.

Emerging risks and performance concerns don't make it into renewals.

Contract Lifecycle Management for apex Contract Compliance Clients

# Driving Better Outcomes

72

Active  
Contract Compliance Audits

25

Active  
Contract Compliance Clients

100%

Need Better  
Contract Lifecycle  
Management

## Prevention

Tying contracts to procurement and payment processes to prevent billing and payment errors.

## Enforcement

Streamline access to auditable clauses to ensure we uncover overpayments when they do occur.

# Which Is the Best Option?

## Build

Enterprises moving toward unified CLM solutions for all contract types across the business.

## Buy

Hot market, all the main players were outsized for us to acquire, and product scopes too wide.

## Partner

Warm introduction to Agiloft through our mutual owners, KKR.

Fast friends.

Identified clear Win-Wins for clients

## Seamless Integration Informing Supplier Management

# Plays Well for Others



- Existing or prior agreements

- Known policies & compliance standards

- Contract creation, screening, redlining & approval.

- Contracts & key terms
- Products

- Contracted SLAs and auditable clauses

- Renewal workflows
- New product mix
- New SLAs & clauses

- Contracted offboarding requirements

### Supplier Discovery

### Prequalification

### Contracting

### Onboarding

### Operating (Continuous)

### Renewal

### Offboarding

- Current Suppliers
- Conductor Supplier Wallet
- Suppliers across the apex Network
- 280M+ Supplier Golden Record Search
- Inherent Risk Assessment

- Comprehensive Compliance & Risk Assessment (tuned to inherent risk, regulatory environment, engagement, and buyer tolerance for risk)

- Identified risk and compliance status to inform contract terms

- Supplier Wallet
- Supplier profile pre-population.
- Profile review, update by supplier.
- Approval Workflow.
- Master data integration to the ERP & other systems.

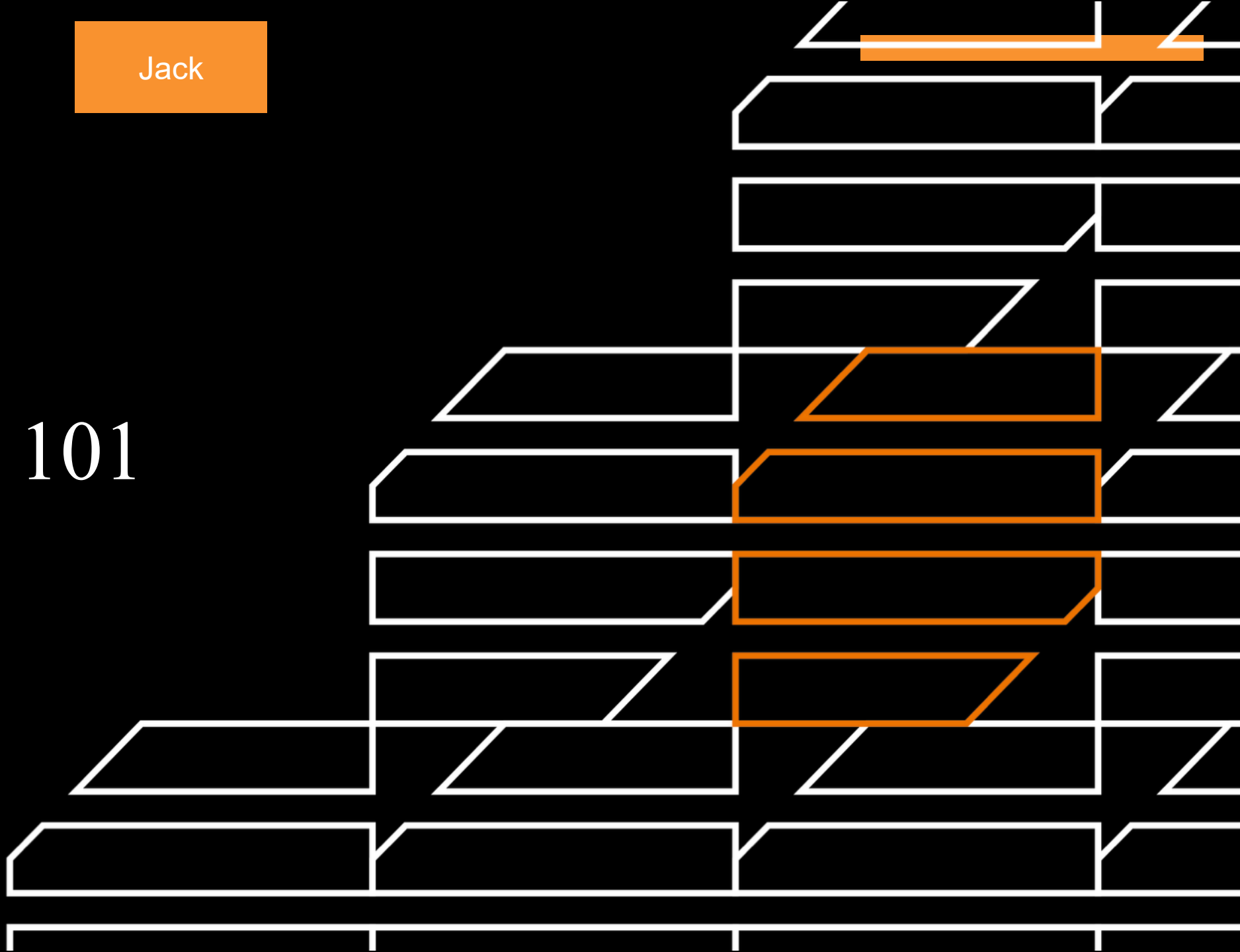
- Continuous risk monitoring
- Performance score-carding
- Contract compliance monitoring & enforcement
- Risk mitigation tasks, workflows, team rooms, audit & outcome logging

- Identified performance, risk and compliance concerns to inform new agreements

- Offboarding automation & logging



# Contract Intelligence 101



# Agiloft Overview

*The Data-First Agreement Platform · AI on the Inside™*

## Who We Are

Agiloft transforms contracts from static documents into live business data. Our no-code CLM platform connects your legal, procurement, sales, and operations teams — unlocking every obligation, commitment, and insight from every agreement you sign.

## Why Customers Choose Us

- No-code CLM with AI on the Inside™
- End-to-end coverage pre-and post-signature
- Connect to 1,000+ business systems via Workato Integration Hub
- Total flexibility — configure without a single line of code
- 900+ customers strong

## By The Numbers

**80%**

Faster Contract  
Review with AI

**40%**

Increase in  
Audit Success Rate

**1,000+**

Business Systems  
Integrated

**30%**

Reduction in  
Contract Errors

**96%**

Customer Renewal Rate

**95%+**

Impl. Satisfaction

**50%+**

Customers Using AI

**5x**

Gartner MQ Leader

**#1**

Forrester Wave Leader

# Risk Signals and Contract Intelligence

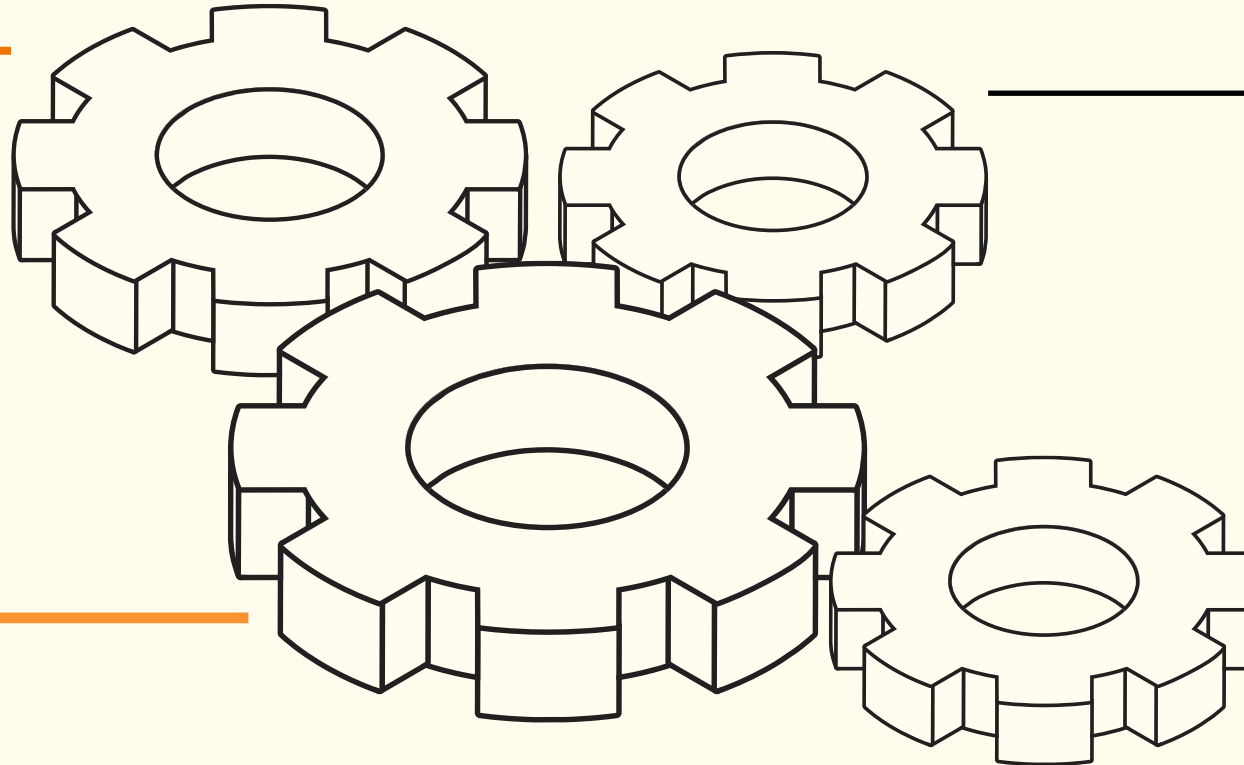
Operating in sync

## Contract Review and Renewal

Negotiation strategies  
adapted to actual risk

### Risk

Smart signals about  
potential risks in your  
supply chain



## Contract Data

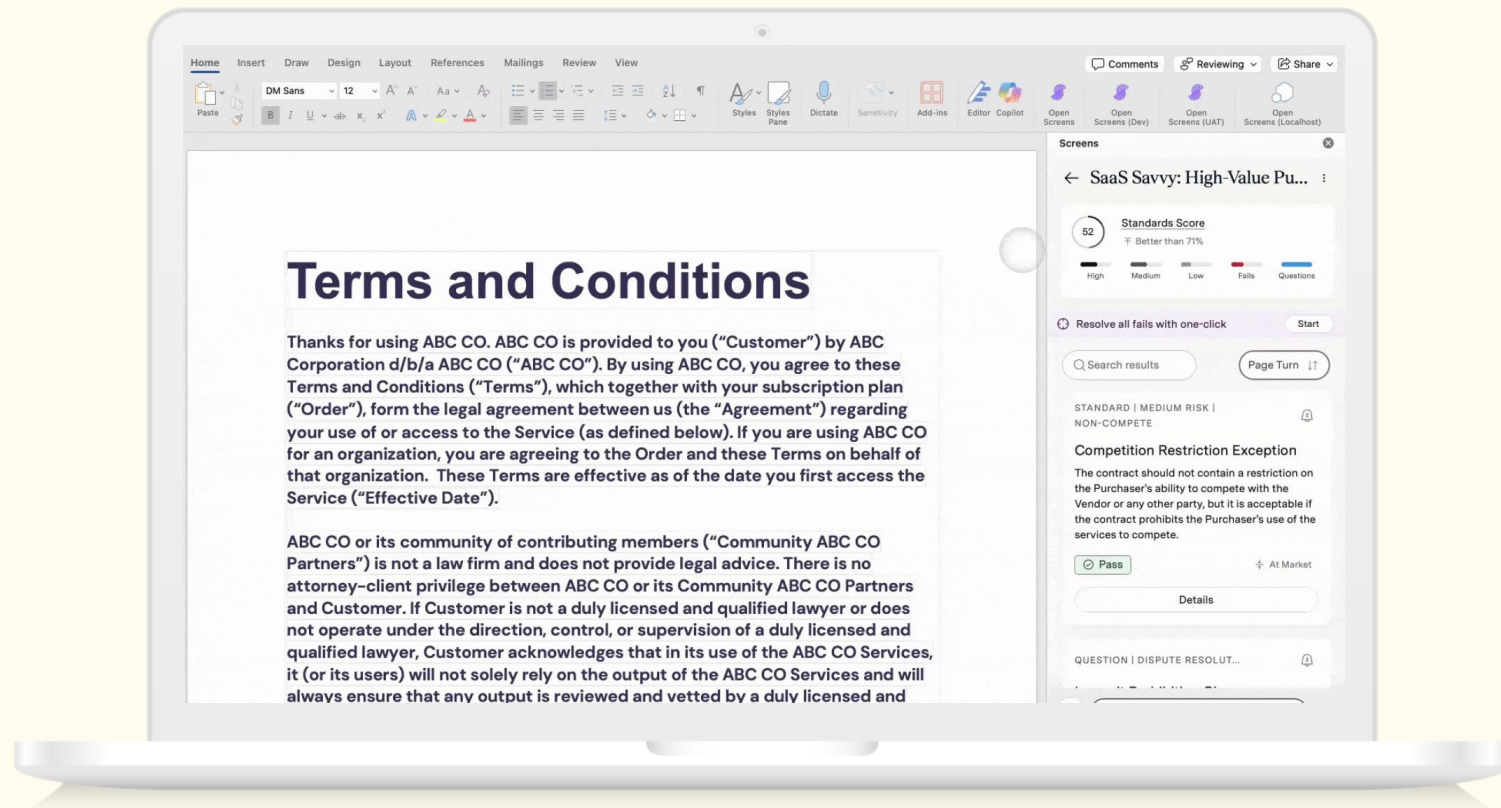
Incident response strategies  
informed by active contract terms

### Incident Response

Real-time flagging of  
supply chain incidents

# Intro to Contract Intelligence

## Demonstration of Screens



## Services Agreement

This agreement (the “**Agreement**”) is entered as of April 1, 2024 (the “**Effective Date**”) between Acme Corp. (the “**Client**”) with offices located at 423 Maple Loop Rd., Vienna, VA 22180 and Iverson Inc. (the “**Service Provider**”) with offices located at 556 Spark Way, San Mateo, CA 94010.

**WHEREAS** the Service Provider provides the professional services described in Schedule A attached hereto (the “**Services**”).

**WHEREAS** the Client seeks to retain the Service Provider to provide the Services.

**NOW THEREFORE**, in consideration of the mutual promises contained herein, the parties agree to the terms and conditions as follows.

1. **Services.** The Service Provider agrees to provide the Services in accordance with the timelines set out in Schedule A attached hereto.
2. **Fees.** The Client agrees to pay the price for the Services stated in Schedule B attached hereto. Services will be billed monthly, and payment will be due within 30 days following receipt by Client of each invoice. Pricing is based on the current scope of work contemplated in Schedule A. In the event additional services are contemplated, the Service Provider reserves the right to adjust the prices accordingly.
3. **Term of Agreement.** The term of the Agreement will be for a period of one (1) year ending on March 31, 2025.
4. **Termination.** Either party may terminate this Agreement in the event that the other party has not performed any material obligation or has otherwise breached any term of this Agreement. Any such termination shall become effective upon the expiration of 15 days’ prior written notice if the breaching party has not remedied the breach within such 15-day period. Either party may terminate this Agreement without cause with 60

**Screens** Agiloft Evaluation

My Screens **Community**

Select a category to find an expert-built screen from the Screens Community.

Create your own custom screens at [app.screens.ai](https://app.screens.ai)

Choose a category

Ask about this file...

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**WHEREAS** the Service Provider provides the professional services described in Schedule A attached hereto (the “**Services**”).

**WHEREAS** the Client seeks to retain the Service Provider to provide the Services.

**NOW THEREFORE**, in consideration of the mutual promises contained herein, the parties agree to the terms and conditions as follows.

1. **Services.** The Service Provider agrees to provide the Services in accordance with the timelines set out in Schedule A attached hereto.
2. **Fees.** The Client agrees to pay the price for the Services stated in Schedule B attached hereto. Services will be billed monthly, and payment will be due within 30 days following receipt by Client of each invoice. Pricing is based on the current scope of work contemplated in Schedule A. In the event additional services are contemplated, the Service Provider reserves the right to adjust the prices accordingly.
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### Screens

#### ← Services Savvy: Procuremen...

53

Standards Score

↕ Better than 58%

High

Medium

Low

Fails

Questions

Resolve all fails with one-click

Start

Search results

Page Turn

STANDARD | MEDIUM RISK | PAYMENT TERMS



#### Disputed Payment Withholding

The contract should allow the Purchaser to withhold payment of disputed invoice amounts.

Fail

At Market

Details

STANDARD | MEDIUM RISK | REFUND RIGHTS



Prepaid Fees Refund



Ask about this file...



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**WHEREAS** the Service Provider provides the professional services described in Schedule A attached hereto (the “**Services**”).

**WHEREAS** the Client seeks to retain the Service Provider to provide the Services.

**NOW THEREFORE**, in consideration of the mutual promises contained herein, the parties agree to the terms and conditions as follows.

1. **Services.** The Service Provider agrees to provide the Services in accordance with the timelines set out in Schedule A attached hereto.
2. **Fees.** The Client agrees to pay the price for the Services stated in Schedule B attached hereto. Services will be billed monthly, and payment will be due within 30 days following receipt by Client of each invoice. Pricing is based on the current scope of work contemplated in Schedule A. In the event additional services are contemplated, the Service Provider reserves the right to adjust the prices accordingly.
3. **Term of Agreement.** The term of the Agreement will be for a period of one (1) year ending on March 31, 2025.
4. **Termination.** Either party may terminate this Agreement in the event that the other party has not performed any material obligation or has otherwise breached any term of this Agreement. Any such termination shall become effective upon the expiration of 15 days’ prior written notice if the breaching party has not remedied the breach within such 15-day period. Either party may terminate this Agreement without cause with 90

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#### Disputed Payment

The contract should allow withhold payment of dis

Fail

At Market

Details

STANDARD | MEDIUM RISK | REFUND RIGHTS

#### Prepaid Fees Refund

+

Ask about this file...

Settings

**WHEREAS** the Client seeks to retain the Service Provider to provide the Services.

**NOW THEREFORE**, in consideration of the mutual promises contained herein, the parties agree to the terms and conditions as follows.

1. **Services.** The Service Provider agrees to provide the Services in accordance with the timelines set out in Schedule A attached hereto.
2. **Fees.** The Client agrees to pay the price for the Services stated in Schedule B attached hereto. Services will be billed monthly, and payment will be due within 30 days following receipt by Client of each invoice. Pricing is based on the current scope of work contemplated in Schedule A. In the event additional services are contemplated, the Service Provider reserves the right to adjust the prices accordingly.
3. **Term of Agreement.** The term of the Agreement will be for a period of one (1) year ending on March 31, 2025.
4. **Termination.** Either party may terminate this Agreement in the event that the other party has not performed any material obligation or has otherwise breached any term of this Agreement. Any such termination shall become effective upon the expiration of 15 days' prior written notice if the breaching party has not remedied the breach within such 15-day period. Either party may terminate this Agreement without cause with 60 days' prior written notice.
  1. In the event that this Agreement is terminated, the Client shall be liable to the Service Provider for all fees owing in respect of the Services rendered up to the termination date.
5. **Client Responsibilities.** The Client agrees to provide the Service Provider with access to all information, documentation and personnel required by the Service Provider in order to perform the Services.
  2. **6. Ownership to Deliverables.** The Service Provider retains the intellectual rights to

Screens

← Back

Suggested redline  Track Changes

Multi-fail Redline

Multiple failing Standards in this screen reference the same document text. We have created a single redline to address them all.

Investigate linked fails

*Fees. The Client agrees to pay the price for the Services stated in Schedule B attached hereto. Services will be billed monthly, and payment will be due within ~~30~~<sup>45</sup> days following receipt by Client of each invoice. The Client may withhold payment of any disputed invoice amounts in good faith, and such disputed fees shall not be considered late. Pricing is based on the current scope of work contemplated in Schedule A. In the event additional services are contemplated, the Service Provider reserves the right to adjust the prices accordingly.*

Apply Redline

**WHEREAS** the Client seeks to retain the Service Provider to provide the Services.

**NOW THEREFORE**, in consideration of the mutual promises contained herein, the parties agree to the terms and conditions as follows.

1. **Services.** The Service Provider agrees to provide the Services in accordance with the timelines set out in Schedule A attached hereto.
2. **Fees.** The Client agrees to pay the price for the Services stated in Schedule B attached hereto. Services will be billed monthly, and payment will be due within **3045 days following receipt by Client of each invoice. The Client may withhold payment of any disputed invoice amounts in good faith, and such disputed fees shall not be considered late.** Pricing is based on the current scope of work contemplated in Schedule A. In the event additional services are contemplated, the Service Provider reserves the right to adjust the prices accordingly.
3. **Term of Agreement.** The term of the Agreement will be for a period of one (1) year ending on March 31, 2025.
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**Jack Wicks** ...

The contract originally required payment within 30 days, which did not provide sufficient time for the Purchaser to pay fees due. We have changed the payment terms to 45 days to align with our preferred position for extended payment terms. Additionally, the contract lacked provisions for withholding payment of disputed invoice amounts. We have added language allowing the Client to withhold payment of disputed amounts in good faith, ensuring such fees are not considered late, which aligns with our preferred position.

April 10, 2026, 1:49 PM

Reply

**Screens**

← Back

requirement.

Validate Result

**Redline**

✓ Multi-fail Redline accepted ⓘ

Multiple failing Standards in this screen referenced the same document text. A single redline has been applied to address them all.

✔ Comment added

**User Guidance**

Purchasers typically look for Net 60 while vendors look for Net 30. Net 45 or Net 30 after the date that the Purchaser processes invoices is a compromise.

**Not Addressed**

AI Infer Pass Fail

1. Services. The Service Provider agrees to provide the Services in accordance with the timelines set out in Schedule A attached hereto. The Service Provider warrants that the Services will perform in accordance with any descriptions, documentation, or other specifications provided. The Service Provider warrants that it will perform the Services in compliance with all applicable laws.
2. Fees. The Client agrees to pay the price for the Services stated in Schedule B attached hereto. Services will be billed monthly, and payment will be due within 3045 days following receipt by Client of each invoice. The Client may withhold payment of any disputed invoice amounts in good faith, and such disputed fees shall not be considered late. Pricing is based on the current scope of work contemplated in Schedule A. In the event additional services are contemplated, the Service Provider reserves the right to adjust the prices accordingly.
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April 10, 2026, 1:49 PM

Reply

**Screens**

← Services Savvy: Procuremen... :

**Standards Score**  
53  
Better than 58%

High Medium Low Fails Questions

✓ 17 redlines successfully applied Review

⚠ 2 redlines could not be applied Review

STANDARD | MEDIUM RISK | PAYMENT TERMS

**Payment Terms Extension**

The contract should provide the Purchaser net 45 days or more to pay fees due.

⊗ Fail At Market

Details

STANDARD | MEDIUM RISK | TERMINATION

**No Convenience Termination**

The contract should not allow the Vendor to

+ Ask about this file...

handling the Client's personal data. The Service Provider agrees not to disclose any of such Confidential Information to anyone outside the Client, except where such disclosure is necessary for the proper and bona fide execution of the Service Provider's duties hereunder, without the prior written consent of the Client. The Service Provider's obligation not to disclose such Confidential Information without prior written consent will continue to apply after this Agreement has terminated until such time as the information becomes public knowledge through no fault of the Service Provider.

7. Indemnification: The Service Provider shall indemnify and hold harmless the Client against all losses, expenses, damages, and/or penalties that may arise out of any action for damages to property or persons arising as a result of or in connection with the Services performed pursuant to this Agreement. Additionally, the Service Provider shall indemnify the Client against any third-party claims or losses related to intellectual property infringement, any breach of applicable law, any breach of confidentiality obligations, and any claims arising from the Service Provider's gross negligence or willful misconduct.

3. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ~~THE CLIENT~~EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS), HOWEVER CAUSED AND ON ANY LEGAL OR EQUITABLE THEORY OF LIABILITY, AND WHETHER OR NOT FOR BREACH OF CONTRACT, NEGLIGENCE OR OTHERWISE, EVEN IF ~~THE CLIENT~~ HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, THE

Screens

← Back

QUESTION | INDEMNIFICATION

**Vendor Indemnification**

Does the purchaser have to indemnify or hold the vendor harmless?

AI ANSWER

No. The agreement does not require the purchaser (Acme Corp., the "Client") to indemnify or hold the vendor (Iverson Inc., the "Service Provider") harmless. Instead, the indemnity obligation runs in the opposite direction: the Service Provider must "indemnify and hold harmless" the Client for losses, expenses, damages, and/or penalties arising out of actions for damages to property or persons connected with the Services performed under the Agreement. There is no clause in the provided text that imposes any indemnification or hold-harmless duty on the Client in favor of the Service Provider.

.Validate.Result

User Guidance

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**WHEREAS** the Service Provider provides the professional services described in Schedule A attached hereto (the “**Services**”).

**WHEREAS** the Client seeks to retain the Service Provider to provide the Services.

**NOW THEREFORE**, in consideration of the mutual promises contained herein, the parties agree to the terms and conditions as follows. The Client and its affiliates are permitted to purchase the Services under this Agreement.

1. Services. The Service Provider agrees to provide the Services in accordance with the timelines set out in Schedule A attached hereto. The Service Provider warrants that the Services will perform in accordance with any descriptions, documentation, or other specifications provided. The Service Provider warrants that it will perform the Services in compliance with all applicable laws.
2. Fees. The Client agrees to pay the price for the Services stated in Schedule B attached hereto. Services will be billed monthly, and payment will be due within 3045 days following receipt by Client of each invoice. The Client may withhold payment of any disputed invoice amounts in good faith, and such disputed fees shall not be considered late. Pricing is based on the current scope of work contemplated in Schedule A. In the event additional services are contemplated, the Service Provider reserves the right to adjust the prices accordingly.

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### Screens

Service Service Process...

- Redline
- Re-draft
- Make Mutual
- Shorten
- Clarify
- Qualify
- Negotiate

---

Review

- Summarize
- Find Rare Clauses
- Defined Terms Glossary
- Generate Risk Summary



# Screens

Manage Labels

+ New Screen

Assistant

+ New Chat

Chat History

Documents

Projects

**Screens**

Results

Credits 307,890 of 320,000 left



<input type="checkbox"/>	Screen Name	Standards	Questions	Total Documents	Labels	Date Updated ↓	
<input type="checkbox"/>	NDA Playbook – Gener...	1	0	3		Apr 7, 2026	...
<input type="checkbox"/>	How to Contract: Low ...	21	1	7		Apr 7, 2026	...
<input type="checkbox"/>	DPA: Crucial Privacy T...	30	12	0		Apr 6, 2026	...
<input type="checkbox"/>	Obligations - Service L...	0	18	26		Apr 3, 2026	...
<input type="checkbox"/>	How to Contract: Low ...	21	1	43		Mar 26, 2026	...

5 rows



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5 rows

# Free Word Add-in Coming Apr 21



## Free

Meet Screens

\$0

Use Screens for free

- ✓ Chat with Claude on web, iOS, and Android
- ✓ Write, edit, and create content
- ✓ Review text and upload images
- ✓ Generate code and translate text
- ✓ Get web search results faster than ChatGPT



Monthly Yearly **Save 17%**

## Pro

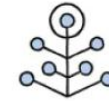
From \$100

\$100

Get Pro Plan

### Everything in Free and:

- ✓ More usage than Free!
- ✓ Access more Claude models
- ✓ Unlimited Projects to organize chats
- ✓ Access deep Research tools
- ✓ Use extended thinking for complex work
- ✓ Connect Google Workspace email calendar and files
- ✓ Integrations with various MCP
- ✦ Includes Claude Code



## Enterprise

Higher limits, priority access

From \$1000

Contact Sales

### Everything in Pro, plus:

- ✓ Choose to use 20x more usage than Pro!
- ✓ Higher output limits for all models
- ✓ Early access to advanced Claude features
- ✓ Priority access at high traffic times
- ✦ Includes Claude Code

# How Counterparty Risk Informs Contract Negotiations



# Pre-signature contract review and negotiation

**Orion Terms of Use**

Orion provides a personalized subscription service that allows our members to access entertainment content ("Orion content") over the Internet on certain Internet-connected TV's, computers and other devices ("Orion ready devices"). The Orion service is provided to you by Orion Inc. You have accepted these Terms of Use, which govern your use of our service. As used in these Terms of Use, "Orion service", "our service" or "the service" means the personalized service provided by Orion for discovering and accessing Orion content, including all features and functionalities, recommendations and reviews, our websites, and user interfaces, as well as all content and software associated with our service. References to 'you' in these Terms of Use indicate the member who created the Orion account and whose payment method is charged.

YOU AGREE TO THE ARBITRATION AGREEMENT AND CLASS ACTION WAIVER DESCRIBED IN SECTION 7 TO RESOLVE ANY DISPUTES WITH ORION INC. (EXCEPT FOR MATTERS THAT MAY BE TAKEN TO SMALL CLAIMS COURT).

### 1. Membership

1.1. Your Orion membership will continue and automatically renew until terminated. To use the Orion service you must have Internet access and an Orion ready device and provide us with one or more Payment Methods. "Payment Method" means a current, valid, accepted method of payment, as may be updated from time to time and which may include payment through your account with a third party. You must cancel your membership before it renews in order to avoid billing of the subscription fees for the next billing cycle to your Payment Method (see "Cancellation" below).

1.2. We may offer a number of subscription plans, including subscription plans that contain commercial breaks and other types of commercial messages ("Advertisements"). Please note that our subscription plans without Advertisements may still contain limited commercial content, such as branded content or sponsorship messaging. In addition, we may give our users the opportunity to watch live or special events (including replays of such content) or to enjoy new additional features. Such content and new features may contain Advertisements independent of your subscription plan.

1.3. Some subscriptions are offered by third parties in conjunction with the provision of their own products and services. We are not responsible for the products and services provided by such third parties. In addition, some subscription plans may have differing conditions and limitations, which will be disclosed at your sign-up or in other communications made available to you. You can find specific details regarding your Orion subscription by visiting the orion.com website and clicking on the "Account" link available at the top of the pages under your profile name.

### 2. Promotional Offers

Promotional Offers. We may from time to time offer special promotional offers, plans or memberships ("Offers"). Offer eligibility is determined by Orion Inc. at its sole discretion and we reserve the right to revoke an Offer and put your account on hold in the event that we determine you are not eligible. Members of households with an existing or recent Orion membership may not be eligible for certain introductory Offers. We may use information such as device ID, method of payment or an account email address used with an existing or recent Orion membership to determine Offer eligibility. The eligibility requirements and other limitations and conditions will be disclosed when you sign-up for the Offer or in other communications made available to you.

### 3. Billing and Cancellation

3.1. Billing Cycle. The subscription fee for the Orion service and any other charges you may incur in connection with your use of the service, such as taxes and possible transaction fees, will be charged to your Payment Method on the

**Orion Terms of Use Review**

**56 Standards Score**  
Worse than 71%

High Medium Low Pass Questions

STANDARD | LOW RISK **Fail**

**Unilateral Amendment Rights**

Vendor must not retain the right to modify service unilaterally without notice; must provide explicit prior notice and customer consent.

STANDARD | MEDIUM RISK **Pass**

**Data Privacy & GDPR Compliance**

**Redline**

- Re-draft
- Make Mutual
- Clarify
- Qualify
- Negotiate

**Review**

- Summarize
- Find Rare Clauses
- Defined Terms Glossary
- Access Risk**

Ask about this file...

The image shows a document editor interface with a Microsoft Word-style ribbon at the top. The main document content is a contract titled "Orion Terms of Use". The contract text includes sections for Membership, Promotional Offers, and Billing and Cancellation. On the right side, there is a sidebar titled "Orion Inc." with a composite risk score of 62. The sidebar displays various risk categories with progress bars and scores: Cyber (38), Financial (62), Compliance (95), Fraud (88), and Sustainability (78). Below the scores, there are "Pressure Points" sections, each with a dropdown menu set to "STANDARD | HIGH RISK". The first pressure point is "Data Breach Notification" with a "Fail" status and a "Cyber 38" risk signal. The second is "Limitation of Liability" with a "Fail" status and a "Financial 62" risk signal. At the bottom of the sidebar, there is a search bar with the text "Ask about this file..." and a settings icon.

## Orion Terms of Use

Orion provides a personalized subscription service that allows our members to access entertainment content ("Orion content") over the Internet on certain Internet-connected TV's, computers and other devices ("Orion ready devices"). The Orion service is provided to you by Orion Inc. You have accepted these Terms of Use, which govern your use of our service. As used in these Terms of Use, "Orion service", "our service" or "the service" means the personalized service provided by Orion for discovering and accessing Orion content, including all features and functionalities, recommendations and reviews, our websites, and user interfaces, as well as all content and software associated with our service. References to 'you' in these Terms of Use indicate the member who created the Orion account and whose payment method is charged.

YOU AGREE TO THE ARBITRATION AGREEMENT AND CLASS ACTION WAIVER DESCRIBED IN SECTION 7 TO RESOLVE ANY DISPUTES WITH ORION INC. (EXCEPT FOR MATTERS THAT MAY BE TAKEN TO SMALL CLAIMS COURT).

### 1. Membership

1.1. Your Orion membership will continue and automatically renew until terminated. To use the Orion service you must have Internet access and an Orion ready device and provide us with one or more Payment Methods. "Payment Method" means a current, valid, accepted method of payment, as may be updated from time to time and which may include payment through your account with a third party. You must cancel your membership before it renews in order to avoid billing of the subscription fees for the next billing cycle to your Payment Method (see "Cancellation" below).

1.2. We may offer a number of subscription plans, including subscription plans that contain commercial breaks and other types of commercial messages ("Advertisements"). Please note that our subscription plans without Advertisements may still contain limited commercial content, such as branded content or sponsorship messaging. In addition, we may give our users the opportunity to watch live or special events (including replays of such content) or to enjoy new additional features. Such content and new features may contain Advertisements independent of your subscription plan.

1.3. Some subscriptions are offered by third parties in conjunction with the provision of their own products and services. We are not responsible for the products and services provided by such third parties. In addition, some subscription plans may have differing conditions and limitations, which will be disclosed at your sign-up or in other communications made available to you. You can find specific details regarding your Orion subscription by visiting the orion.com website and clicking on the "Account" link available at the top of the pages under your profile name.

### 2. Promotional Offers

Promotional Offers. We may from time to time offer special promotional offers, plans or memberships ("Offers"). Offer eligibility is determined by Orion Inc. at its sole discretion and we reserve the right to revoke an Offer and put your account on hold in the event that we determine you are not eligible. Members of households with an existing or recent Orion membership may not be eligible for certain introductory Offers. We may use information such as device ID, method of payment or an account email address used with an existing or recent Orion membership to determine Offer eligibility. The eligibility requirements and other limitations and conditions will be disclosed when you sign-up for the Offer or in other communications made available to you.

### 3. Billing and Cancellation

3.1. Billing Cycle. The subscription fee for the Orion service and any other charges you may incur in connection with your use of the service, such as taxes and possible transaction fees, will be charged to your Payment Method on the

## Orion Inc. 62

Powered by ApexAnalytics Composite risk score

**Cybersecurity score dropped 78 → 38 following confirmed breach detected March 1, 2026. 3 standards require immediate strengthening.**

Cyber	38
Financial	62
Compliance	95
Fraud	88
Sustainability	78

### Pressure Points 3 Flagged

STANDARD | HIGH RISK

**Data Breach Notification** Fail

RISK SIGNAL Cyber 38

Confirmed breach · notification window at risk

STANDARD | HIGH RISK

**Limitation of Liability** Fail

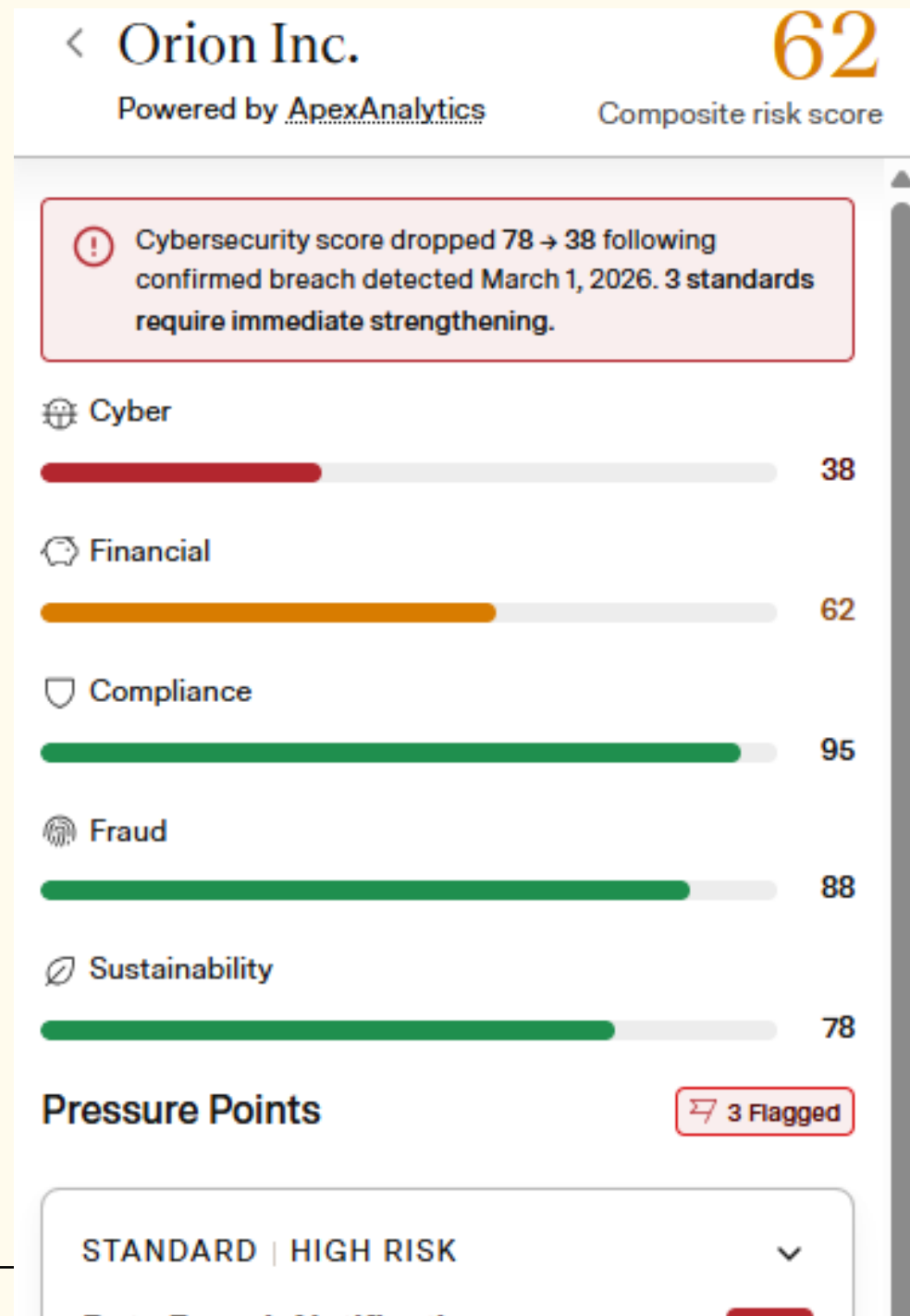
RISK SIGNAL Financial 62

Solvency risk · liability cap insufficient

STANDARD | HIGH RISK

Ask about this file...

apexanalytix risk data in contract negotiation workflow



# apexanalytix risk data in contract negotiation workflow



## Pressure Points

3 Flagged

STANDARD | HIGH RISK

**Data Breach Notification** Fail

RISK SIGNAL Cyber 38

Confirmed breach · notification window at risk

STANDARD | HIGH RISK

**Limitation of Liability** Fail

RISK SIGNAL Financial 62

Solvency risk · liability cap insufficient

STANDARD | HIGH RISK

# Risk-informed negotiation guidance

STANDARD | HIGH RISK ^

**Data Breach Notification** Fail

RISK SIGNAL Cyber 38

Orion's confirmed breach makes the current 72-hour notification window a material liability.

CURRENT POSITION

*Vendor shall notify Customer within seventy-two (72) hours of becoming aware of a security incident affecting Customer data.*

SUGGESTED REDLINE  Track changes

Fallback

Vendor shall notify Customer within **forty-eight (48)** ~~seventy-two (72)~~ hours accompanied by a preliminary incident summary and designated incident response contact of becoming aware of a security incident affecting Customer data.

View In Screen Apply Changes



# Risk-informed negotiation guidance

STANDARD | HIGH RISK ^

**Audit Rights** Fail

⚠ RISK SIGNAL Cyber 41

Orion's confirmed breach creates an immediate need to inspect their security controls, which the current agreement does not permit.

📄 CURRENT POSITION

*"Vendor shall maintain reasonable security practices consistent with industry standards."*

✎ SUGGESTED REDLINE  Track changes

⚡ At Market 🌟 AI-Suggested

Vendor shall maintain ~~reasonable security practices consistent with industry standards~~ SOC 2 Type II-audited controls, with Customer retaining the right to conduct annual security audits and request remediation plans upon 30 days' written notice.

Add to a Screen Apply Changes

# How Contract Data Supports Incident Response



# apexanalytix risk data in contract repository

**\$4.2M** ↗ 18%

CONTRACT VALUE AT RISK

**5** ↗ 2 vs last week

RISK ESCALATIONS THIS WEEK

**15** ↗ 3 vs last month

HIGH RISK COUNTERPARTIES

**3**

RENEWALS REQUIRING ATTENTION

**8** ↗ 3 this week

UNRESOLVED ACTIONS

### Counterparty Intelligence

Real-time risk monitoring powered by [ApexAnalytics](#)

High ▾
Event Type ▾

Filtered by: Severity=High × 4 results

**TODAY**

- **Salesforce** Security Breach

Data breach affecting 20,000 records of business contacts publicly reported.

**4 contracts affected · \$1.5M at risk**

Reuters · 2 hours ago
- **TechVentures Inc.** Credit Event

Credit rating downgraded BBB→BB following two consecutive quarters of negative operating cash flow.

**2 contracts affected · \$820K at risk**

Moody's · 5 hours ago

**YESTERDAY**

- **DataSync Corp.** Regulatory Action

SEC enforcement action filed. \$2.1M environmental compliance fine issued for hazardous waste violations at primary facility.

**1 contract affected · \$310K at risk**

SEC Edgar · Yesterday at 11:20 AM
- **Innovatio Labs** Executive Departure

CEO departure confirmed. Board has appointed interim leadership — no permanent successor named. Operational continuity risk flagged.

### Risk Escalations

Counterparties with the largest risk score drop this week.

**Orion Inc.** ↘ 40 High 38

\$1.5M at risk · 4 contracts

Confirmed data breach · 2.3M records exposed

**TechVentures Inc.** ↘ 8 High 28

\$820K at risk · 2 contracts

Credit downgrade BBB→BB · Cash flow decline

**VelocityData Inc.** ↘ 5 Medium 71

\$340K at risk · 4 contracts

BitSight rating dropped · Unpatched vulnerabilities

[View All Escalations →](#)

### Risk Signal Alerts

Counterparties falling below acceptable threshold by risk signal.

<p style="font-size: 24px; color: red;">14</p> <p style="font-size: 18px; color: red;">Cyber</p>	<p style="font-size: 24px; color: red;">11</p> <p style="font-size: 18px; color: red;">Financial</p>	<p style="font-size: 24px; color: gold;">8</p> <p style="font-size: 18px; color: gold;">Sustainability</p>	<p style="font-size: 24px; color: gold;">5</p> <p style="font-size: 18px; color: gold;">Fraud</p>	<p style="font-size: 24px; color: gold;">2</p> <p style="font-size: 18px; color: gold;">Compliance</p>
--	--	--	---	--

Cyber and Financial are your two weakest signals and affect 28% of monitored counterparties.

[View Details →](#)

### Contracts Requiring Attention

Counterparty risk has materially changed since these contracts were

# Incident notification

3 vs last month      **3**      **8** ↗ 3 this week

COUNTERPARTIES      RENEWALS REQUIRING ATTENTION      UNRESOLVED ACTIONS

Event Type ▾

4 results

Security Breach

Credit Event

Regulatory Action

### Risk Escalations

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[View All Escalations →](#)

### Risk Signal Alerts

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<b>14</b> Cyber	<b>11</b> Financial	<b>8</b> Sustainability	<b>5</b> Fraud	<b>2</b> Compliance
--------------------	------------------------	----------------------------	-------------------	------------------------

# Incident data combined with contract intelligence

← DASHBOARD

## Orion Data Breach — Customer Contact Information Exposed

Security Breach

### Impact

Total Value at Risk	Contracts Affected	Cybersecurity Delta
<b>\$1.3M</b>	<b>4</b>	<b>78 → 52</b> ↘

### Summary

Read Full Article ↗

📅 March 1, 2026   📰 Reuters   ⌚ 2 hours ago

Orion has confirmed a significant data breach affecting customer contact information accessed through a third-party API integration. The breach, discovered on March 3, 2026, exposed names, email addresses, and phone numbers of an estimated 2.3 million end-user contacts across multiple enterprise customers.

According to Orion’s preliminary investigation, the vulnerability originated from a misconfigured API endpoint in their Marketing Cloud integration platform, which allowed unauthorized access between February 28 and March 3, 2026.

### Affected Contracts

All active contracts with Orion Inc impacted by this event

File Name	Counterparty	Status	Effective Date
<input type="checkbox"/> 📄 Master SaaS Agreement - Salesfor...	Orion	Active	Jan 15, 2022
<input type="checkbox"/> 📄 Data Processing Addendum - Sale...	Orion	Active	Jan 15, 2022

I reviewed your **4 active contracts** with Orion and here's what I found:

- 2 NDAs
- 1 Master Services Agreement
- 1 Data Processing Addendum

The **Master SaaS Agreement** carries the most exposure — it governs the Orion integration where the breach occurred and has an estimated ARR of **\$840K at risk**.

Your **DPA** is the most time-sensitive document. It likely contains your breach notification rights and response obligations — and the clock may already be running.

Here are the questions I'd start with:

UNDERSTAND YOUR EXPOSURE

- What does our DPA say about breach notification timelines
- Is any customer PII covered under these agreements?

DETERMINE NEXT STEPS

- What notice obligations do we have to our own customers?
- Should we escalate this to the CEO or board?

Ask about your contracts

# Relevant contract insights surfaced

I reviewed your **4 active contracts with Orion** and here's what I found:

● 2 NDAs

● 1 Master Services Agreement

● 1 Data Processing Addendum

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What does our DPA say about breach notification timelines

Is any customer PII covered under these agreements?

## DETERMINE NEXT STEPS

What notice obligations do we have to our own customers?

Should we escalate this to the CEO or board?

# Actions proposed based on active contract rights

What does our DPA say about breach notification timelines

D

Your DPA with Orion (Jan 15, 2022) requires notification in **Section 8.3**:

*"Processor shall notify Controller without undue delay, and in any event within 72 hours of becoming aware of a Personal Data Breach."*

Orion confirmed awareness on **March 1**. That means **41 hours** have elapsed — you have approximately **31 hours** remaining before they're in breach of this obligation.

**More critically:** as Controller, Orion's breach may trigger your own GDPR Article 33 filing obligation to your supervisory authority. That clock started this morning when you became aware.

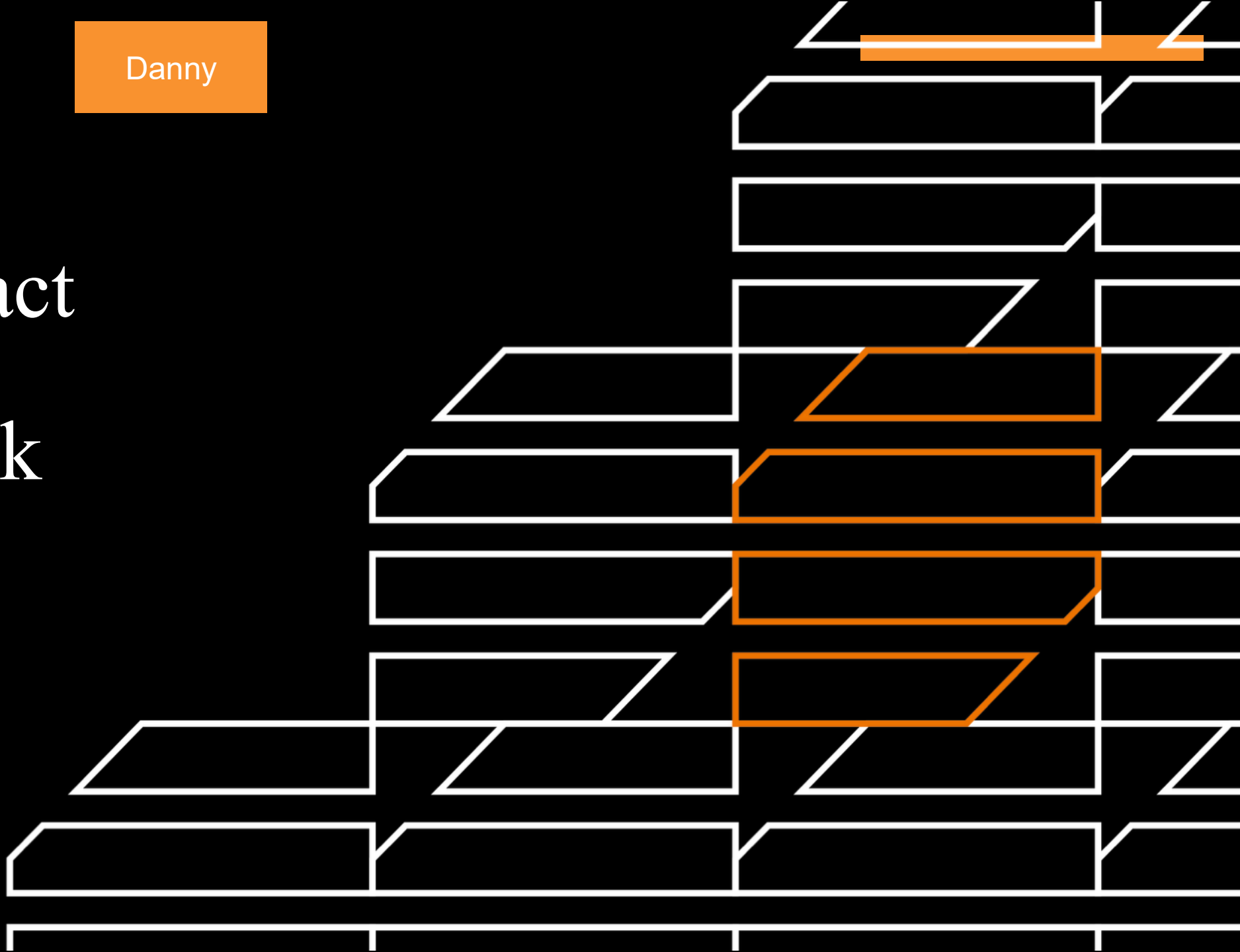
**Two actions needed today:**

1. Notify Orion in writing that you're invoking Section 8.3 and request their incident report
2. Engage your DPO to assess whether your Article 33 filing is required

Draft the written notice to Orion invoking Section 8.3

What information is Orion required to include in their incident report?

# How Contract Intelligence Informs Risk Monitoring



- Home
- Inquiry
- Discovery
- Suppliers
- Tasks
- Risk
- Report
- Administration
- Help



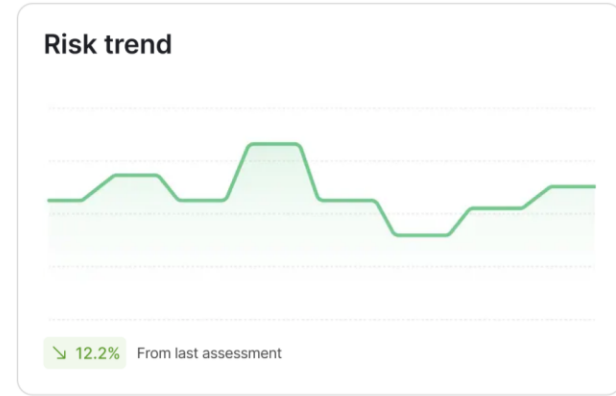
# HOBART CORPORATION #1023455

Tasks

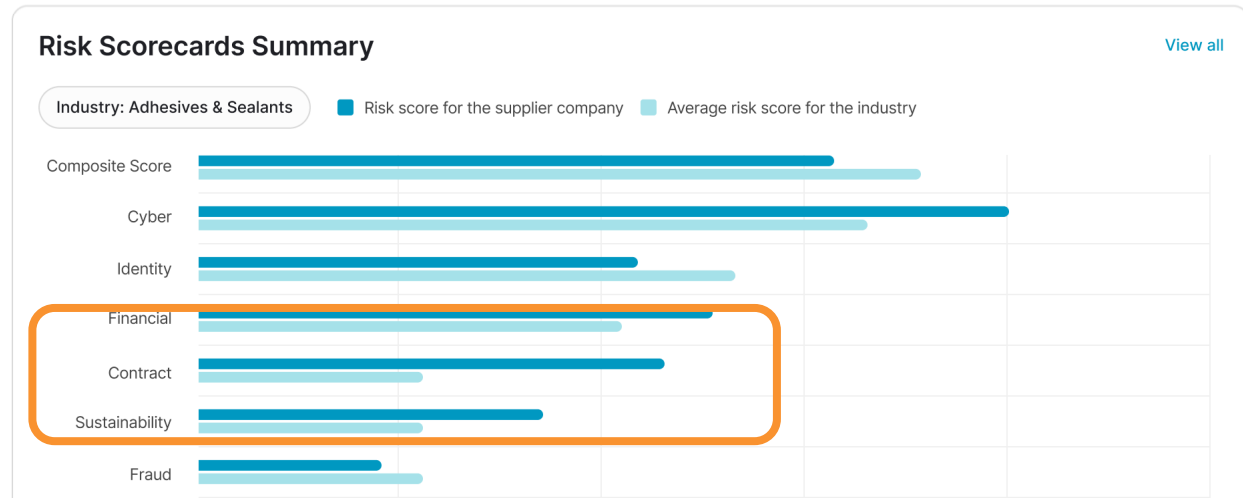
Overview Risk Details

### Supplier Profile

Buyer Jane Doe	Status Pending Risk Review Pending Approval	Industry 2891 – Adhesives & Sealants	12-month spend \$113.35M	Location Greensboro, NC ↗
-------------------	---	---	-----------------------------	------------------------------



- ### Actions Suggested 🔗 Quick wins
- Request SOC report** 🔗 Assign task  
Supplier will be assigned a task to upload their SOC 2 report
  - Request Legal Entity Confirmation** 🔗 Assign task  
Supplier will be assigned a task to confirm their entity type
  - Update Company Website** 🔗 Update URL  
Enter the supplier's website URL directly
  - Verify Insurance Coverage** 🔗 Assign task  
Supplier will be asked to upload current insurance certificates for review



- ### Recommendations
- Verify the supplier's tax ID number and business name to ensure they match IRS records.
  - Request updated bank documentation to validate current account information before any further payments.
  - Conduct additional due diligence, including a review of the supplier's business credit report and references.
  - Escalate to the vendor management team to determine the best course of action for managing this vendor relationship.
  - Consider implementing a more robust vendor onboarding process to detect potential risks at an earlier stage.

- Home
- Inquiry
- Discovery
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- Risk**
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← HOBART CORPORATION #1023455

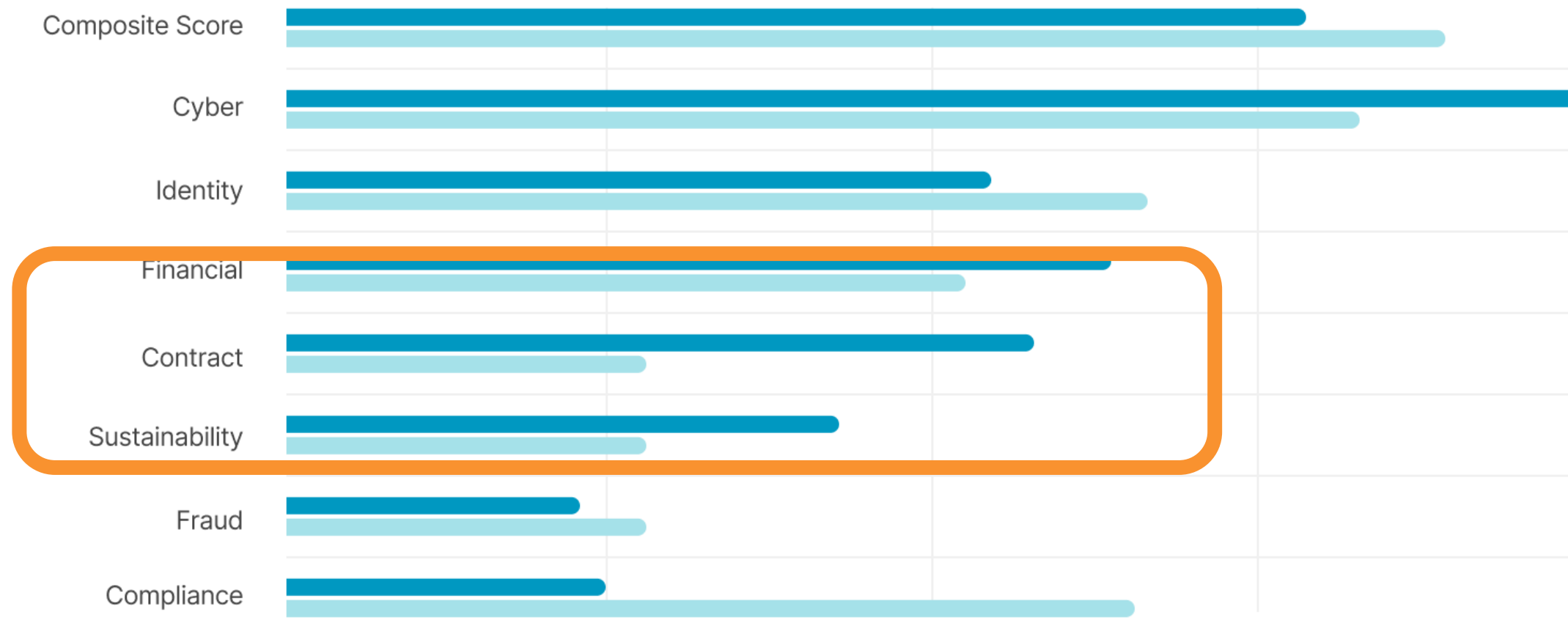
Tasks

Overview Risk Details

# Risk Scorecards Summary

Industry: Adhesives & Sealants

Risk score for the supplier company Average risk score for the industry



- Home
- Inquiry
- Discovery
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- Tasks
- Risk
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# HOBART CORPORATION #1023455

Tasks

Overview Risk Details

### Risk Scorecards

COMPOSITE SCORE

**64**

Cyber	80
Identity	68
Financial	66
Contract	63
Sustainability	62
Fraud	55
Compliance	23

### Risk Controls

Quick wins

<b>82</b>	Contract Liability	Last assessed 04/01/2026
<b>70</b>	Contract Indemnification	Last assessed 04/01/2026
<b>22</b>	Contract Intellectual Property & Confidential Information	Last assessed 04/01/2026
<b>10</b>	Contract Payment Terms	Last assessed 04/01/2026

### Liability

**Details** Recommendation Notes(0) & Documents(0)

#### Description

Evaluates whether vendor contracts include adequate liability clauses, such as indemnification terms, limitation of liability caps, and coverage for damages arising from service failures, data breaches, or third-party claims.

Assessed by:  
[view full report](#)

#### Risk Items

**Hobart Terms of Use** 225.68 KB [view full report](#)

- Arbitration & Class Action Waiver**  
Agreement must not require mandatory arbitration or waive the customer's right to participate in class action proceedings. Vendors imposing unilateral dispute resolution mechanisms create significant litigation risk and limit remedies available in the event of a material breach. [view full report](#)
- Data Privacy & Security Compliance**  
Contracts should mandate strict adherence to applicable data protection laws to safeguard customer information. Failure to comply can lead to substantial legal penalties and damage to reputation. [view full report](#)
- Termination for Convenience**  
Include clauses allowing termination for convenience with reasonable notice. This provides flexibility to exit the agreement if business needs change without incurring excessive penalties. [view full report](#)
- Unilateral Amendment Rights**  
Vendor must not retain the right to modify service terms, pricing, or conditions without explicit prior notice and customer consent. Unilateral amendment clauses expose the organization to undisclosed changes in material obligations after execution. [view full report](#)

**Hobart Procurement** 225.68 KB [view full report](#)

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Agreement must not require mandatory arbitration or waive the customer's right to participate in class [view full report](#)



## Risk Scorecards

COMPOSITE SCORE



Cyber 80

Identity 68

Financial 66

Contract 63

Sustainability 62

Fraud 55

Compliance 23

## Risk Controls



82 Contract Liability Last assessed 04/01/2026

70 Contract Indemnification Last assessed 04/01/2026

22 Contract Intellectual Property & Confidential Information Last assessed 04/01/2026

10 Contract Payment Terms Last assessed 04/01/2026

## Liability



### Description

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Assessed by:

[view full report](#)

### Risk Items

[Hobart Terms of Use](#)  
225.68 KB

**Arbitration & Class A**  
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action proceedings. Ve  
risk and limit remedies

**Data Privacy & Secur**

Last assessed 04/01/2026  
Confidential Information

Last assessed 04/01/2026

Assessed by:



[view full report](#)

## Risk Items



### Hobart Terms of Use

225.68 KB

[view full report](#)



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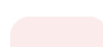
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### Hobart Procurement

225.68 KB

[view full report](#)



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# Upload all relevant documents

Our AI automatically detects key information in your documents and fills out the registration for you—saving you significant time.

## \* Tax Documents

Official tax documentation, including tax registration numbers (TIN, FED ID, VAT, CIF, NIF as applicable), W-8, W-9 forms, and other government-issued tax certificates.

\* **W-9 (TAX ID)**  
[w9\\_2026.pdf](#)  
Expiration Date: 08/08/2028  
Uploaded Date: 02/03/2026

[+ Add other files](#)

## \* SOC Reports

SOC 1 and SOC 2 reports.

Upload File

Drag and drop files here to upload.  
Only PDF, PNG, JPEG, JPG files are allowed.

## Available Data

- W-9 (TAX ID)**   
[w9\\_2026.pdf](#)  
Expiration Date: 08/08/2028  
Uploaded Date: 02/03/2026
- Diversity Certification**   
[LGBTQ Owned Business.pdf](#)  
Expiration Date: 08/08/2028  
Uploaded Date: 02/03/2026
- Proof Of Address**   
[bill\\_electricity.pdf](#)  
Expiration Date: 08/08/2028  
Uploaded Date: 02/03/2026
- MSA 2026-28**   
[Erebor MSA.pdf](#)  
Expiration Date: 08/08/2028  
Uploaded Date: 02/03/2026
- SOW 2602**   
[Erebor SOW 1.pdf](#)  
Expiration Date: 08/08/2028  
Uploaded Date: 02/03/2026

le), W-8, W-9 forms, and other



### Diversity Certification



[LGBTQ Owned Business.pdf](#)

Expiration Date: 08/08/2028

Uploaded Date: 02/03/2026



### Proof Of Address



[bill\\_electricity.pdf](#)

Expiration Date: 08/08/2028

Uploaded Date: 02/03/2026



### MSA 2026-28



[Erebor MSA.pdf](#)

Expiration Date: 08/08/2028

Uploaded Date: 02/03/2026



### SOW 2602

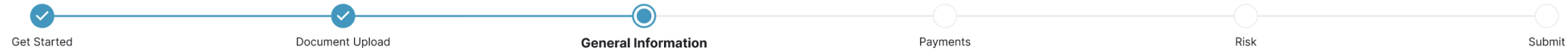


[Erebor SOW 1.pdf](#)

Expiration Date: 08/08/2028

Uploaded Date: 02/03/2026

- Home
- Inquiry
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- Report
- Administration
- Help



### Generate From Documents

Upload documents to automatically extract information.

Select files...

Extract Information

### Business Identity

\* Legal Name  
ERIDOR LLC

\* Country  
United States

\* Business Entity Type  
LLC

Doing Business As Name (if any)  
IRON HILLS

\* Company Website  
www.eridor.com/ironhills

My tax reporting country is **different** from my company country.

### Suggested Data

- Legal Name  
ERIDOR LLC ✓
- Country  
United States ✓
- Company Website  
www.eridor.com/ironhills
- Business Entity Type  
LLC ✓



Document Upload



General Information



Payments

## From Documents



s to automatically extract  
formation.

### Business Identity

\* Legal Name

ERIDOR LLC

Doing Business As Name (if any)

IRON HILLS

\* Country

United States ▼

\* Company Website

www.eridor.com/ironhills

\* Business Entity Type

LLC ▼

My tax reporting country is **different** from my company country.

## Transaction Processing

 Assign task

Transaction Processing System

Ariba

## Transaction processing IDs



Transaction Processing IDs	Identity SubType	Identity Number	Actions
Ariba ANID		11111111111	 
Coupa Number		11111111	 

[+ Add new transaction processing IDs](#)

## Payment

Payment Terms

Net 90

Inco Terms



CIF

Payment Method

ACH

## Insurance



Ariba ANID		11111111111	 
Coupa Number		11111111	 

[+ Add new transaction processing IDs](#)

### Payment

Payment Terms

Net 90 

Inco Terms










CIF 

Payment Method

ACH 

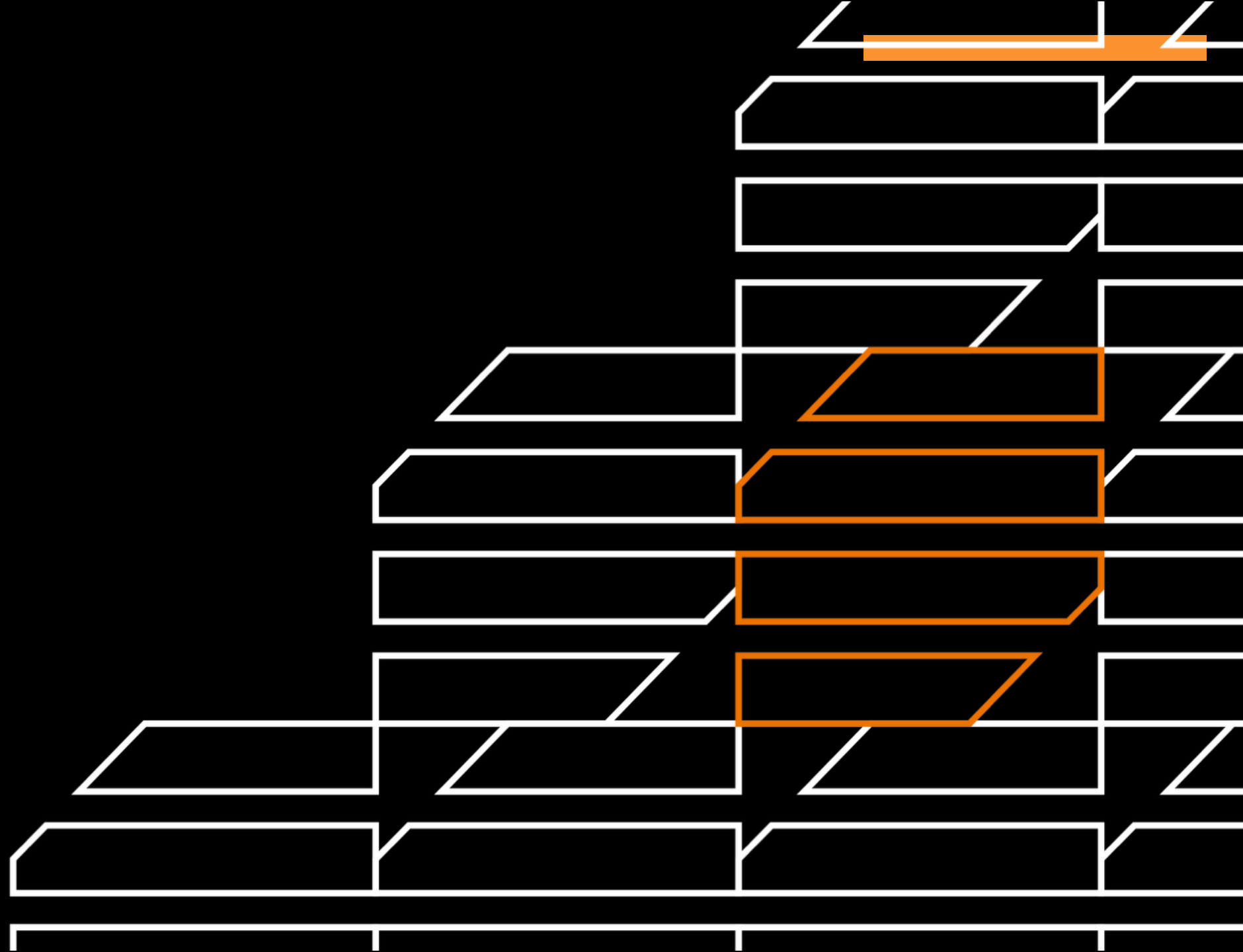
### Insurance



Insurance Coverage Requirements	Minimums	Current Coverage (powered by Certifical®)	Actions
Commercial General Liability	\$ 2,000,000.00	\$ 2,000,000.00	 
Workers' Compensation and Employer's Liability	\$ 1,000,000.00	\$ 2,000,000.00	 
Cyber Insurance	\$ 5,000,000.00	\$ 10,000,000.00	 
Umbrella/Excess Liability	\$ 2,500,000.00	\$ 2,000,000.00 	 

[+ Add insurance coverage requirements](#)

# Conclusion



Our Invitation

# Three Things to do at the Agiloft Booth

---

1. Signup for free VIP early access to our newest product suite (launching April 21)
2. Learn more about how to combine contract and risk tech for a smarter org
3. See a demo of Agiloft's CLM and contract analytics products

Thank you

