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● DATA PRIVACY

Does the contract explicitly exclude client data from 'service improvement' or 'AI model training' pools without active opt-in?

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● STRATEGY

Does the 'Exit Clause' guarantee data export in structured, machine-readable formats (JSON/XML) rather than flat PDFs to prevent vendor lock-in?

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● SECURITY

Are Single Sign-On (SSO) and SAML integration included in the base license, or levied as a separate 'Enterprise' tax?

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● INTEGRATION

Does the API documentation specify strict rate limits (calls/minute) that could throttle high-volume automation or integration workflows?

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● IMPLEMENTATION

Is there a permanent, fully functional 'Sandbox' environment included for safe workflow testing and staff training?

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● SECURITY

Do Role-Based Access Controls (RBAC) allow for granular field-level masking, or is restriction limited to entire documents only?

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● COMMERCIAL

Does the Service Level Agreement (SLA) offer tangible financial service credits for uptime breaches, or merely non-binding 'targets'?

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● PRICING

Are data storage costs fixed/capped, or do they scale linearly with retention volume (a high risk for eDiscovery/CLM tools)?

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● IT GOVERNANCE

Does the tool require browser extensions with broad 'read/write' permissions that may violate internal IT security policies?

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● UX

Is the mobile experience a native application with full functional parity, or a limited responsive web wrapper?

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● ONBOARDING

Does the implementation fee include legacy data cleansing and structured migration, or is that fully the client's responsibility?

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● COMPLIANCE

Are system audit logs immutable, legally admissible, and retained for a minimum of 6 years to satisfy regulatory retention periods?

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● STRATEGY

Does the contract distinguish between 'Committed' roadmap features (guaranteed by date) and 'Planned' features (speculative marketing)?

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Approval

EVALUATED BY

DATE

NOTES / RED FLAGS