Section		Clause	Now many variables do you identify in the conversation update the clause? (Provide number)	on 2. Do you need to write new sentences to sufficiently update the clause with the identified variables? (fee / No)	3. How many risks can you identify in the conversation and the clause? (Provide number)	What is the main risk you are able to identify? (Name risk)	5. What is the main risk source for the main risk you identified? (Name risk source)	What is the main proactive control for the main risk you identified? (Name proactive control)	7. What is the probability for the main risk source you identified to occur from 1 (lowest) to 10(highest)? (Provide number from 1 to 10)	What is the main consequence for the main risk you identified? (Name consequence)	What is the main reactive control for the main risk you identified? (Name reactive control)	10. What is the impact for the main risk source you identified to occur from 1 (lowest) to 10(highest)? (Provide number from 1 to 10)
1 Anti-Assignment	CR Good morning, John. Thanks for joining us today. Wild like to go over the clause on Page 12 regarding the assignment and treated of rights. Our interiors in its owners that Mix-counce assign, and, Issain, or off-thanks treatment any of the right president offer the pagement visibulo a profit which approved.  MR Good morning, Jane. Thanks for having me. I understand why you'd want to control its resident but the clause is quite resident to MIX wite event come for the profit of treatment but the clause is quite resident to MIX wite event come for the profit of the profit of presention witelliness. Cover we decase possible objectives for	MA may not assign, sell, lease or otherwise transfer in whole or in mark any of the rights granted										
	written approval.  MR: Good morning, Jane. Thanks for having me. I understand why you'd want to control transfers	pursuant to this Agreement without prior written approval of Company. (Page 12)										
	por this clause is guine restrictive for Mx. We need some featibility to manage our oursess operations efficiely. Can we discuss possible adjustments?  CR: Sure, we're open to discussing adjustments. What specific concerns do you have with the current working?											
	current wording?  MR: One of our primary concerns in the potential delay and administrative burden of obtaining print written approval for every transfer. For instance, if we undergo a corporate restructuring or need in transfer rights within our corporate group, waiting for approval could hinder our efficiency.	or o										
	transfer rights within our corporate group, waiting for approval could hinder our efficiency.  CR: I understand the need for feability, but from our perspective, it's crucial to maintain control over who holds these rights to ensure they align with our stategic leterests and capabilities.											
	MR: What if we carve out certain exceptions where prior approval wouldn't be required? For example, transfers within our corporate family or to wholly-owned subsidiaries. This would give us the operational flexibility we need white maintaining your oversight on broader assignments.											
	the operational institution we need write transferring your overaignt on crossest assignments.  CP: We could consider that, but we'd need to ensure that any such transfers within the corporate family are well-defined and that we're adequately notified. What if we included a clause for prior notification in stead of prior approved for such internal transfers.											
	notification instead of prior approval for such internal transfers?  MP: That sounds reasonable. However, we also need to address potential third-party transfers. Could we establish criteria under which approval will not be unreasonably withheld? For example, if the transferse needs cetain francial and operational astendant.											
	If the transferse meets certain financial and operational standards.  CR: We'd be willing to consider that, but we would still need a safeguard mechanism. We could agree on a tineltrame within which we must respond to any approval requests, and outline specific oround on which approval could be withheld.											
	agree Life a sense was made the made to a septiment on any paper an expension of the paper all could be withheld.  MR: That could work. How about a response period of 30 days? If Company does not respond within that timeframe, the transfer is deemed approved. For the grounds of withholding approval, we could apport processes like confect of interest or competitive risk.											
	CR: A 30-day response period is fair. However, we need to ensure that the process is clear and that the burden of pool fless with MA to demonstrate that the transferee meets the necessary standers. Could we agree on that?  MSP Yes was are areas to result the necessary documentation and proof. Editionally, can use											
	MP: Yes, we can agree to provide the necessary documentation and proof. Additionally, can we include a provision that any refusal of approval must be accompanied by a written explanation detailing the reasonable. The provision provides the provision of the prov											
	CIP. Absolutely, Providing a written explanation for any nefusal would ensure transparency and help IAA understand our concerns.  MR: Creat, that seems to cover all bases. We can work on detailing the exact wording to reflect this understanding. Thank you for being flexible, Jame.											
	CR: Thank you, John. I'm glad we could find common ground. Let's move forward with drafting the											
2 Audit Rights	invited terms and continue to collaborate closely on finalizing the agreement. Of Good mercine, the Thinkes for mercinely but in table; With mercine the classes on Plags 4 requesting the record ways good and on the fluctuations, and the finalization of the fluctuation of the flu	MA shall keep accurate records of the sales of the Technology and Maintenance, including Client										
	MR: Good morning, Jane. I appreciate the opportunity to discuss this. While we understand the need for transparency, we first the requirement for make records available within ten business day tollowing the end of each moreh to be quite deraunding. This tight timeline might not be feasible for	these records available for review by a representative of Company within ten (10) business days										
	CR: I understand your concern. However, having timely access to these records is critical for us to conduct timely suddls and ensure compliance. Delays in accessing these records could impact our ability to make informed business doctaions.	(Page 4)										
	ability to make informed business decisions.  MRT We're committed to providing the recessory records, but we need a bit more flexibility in the smeller. Would you consider extending the period for making these records available? Perhaps in territy business days following the end of each moreh?											
	twenty business days following the end of each month?  CR. Extending the limitine to brenty business days seems quite long. We have monthly financial reviews that depend on these recents. Could we that a riddle ground, say fifteen business days? This would give us a balance between timely access and giving MA sufficient time to compile the records.											
	This would give us a balance between timely access and giving MA sufficient time to complet the seconds.  MP Effect hardway from its buffer, buf with a											
	MR: Pitteen business days is better, but we're concerned about the practicalities during peak periods or when unformeen issues arise. Can we include a provision for an extension under certain circumstances, such as during high sales periods or if there are significant system issues?											
	CR: That's a fair point. We can consider an extension prevision for exceptional circumstances, for I should be well-defined and not used as a regular occurrence. Perhaps a clause that allows for an extension of up to five additional business days with prior notice and justification from MA?											
	MR: That sounds reasonable. Additionally, we'd like to clarify what constitutes a "representative of Company." We want to ensure that the records review process is handled by qualified personnel and that our confidential information is protected.											
	CR. We can specify that the representative must be a designated auditor or an authorized personal with appropriate confidentially agreements in place. This ensures that the review is conducted professionally and protects both parties' interests.											
	MR: That works for us. We also need to discuss the scope of the records being reviewed. While we agree to provide sales records and client registration cards, we want to ensure that the review process focuses on relevant information and doesn't become overly burdensome.											
	CR: Agreed. The review should focus on the sales of the Technology and Maintenance as outlined in the agreement. We can include language to specify that only relevant records will be reviewed to swid unrecessary complications.											
	MR: Great, Jane. It seems we have a mutual understanding. We'll draft the revised terms to reflect these points and share them with you for review.	1										
3 Cocenant not to 5	CR. These yan, Julin. The glid was could reach an agreement. Life contrava to such together be cliable and the collection are an extend processor from gline and the collection and the collection are contravally as the collection are collection. The collection are collection are collection are collection are collection. The collection are collection are collection are collection are collection. The collection are collection are collection are collection are collection. The collection are collection are collection are collection. The collection are collection are collection are collection are collection. The collection are collection are collection are collection. The collection are executed by an article collection are collection.	"In addition, Neoforms shall not no										
	respective IPs and avoid future disputes.  NR: Good morning, Jane. I appreciate the opportunity to address this. While we understand the	VerticalNet's Intellectual Property. (Page 8)										
	each other's intellectual property indefinitely. This could potentially limit our future business strategies.	now or in the future contest the validity of Neoforma's Intellectual Property (Page 8)*										
	P rights, which is crucial for our ongoing collaboration.											
	NR: We agree on the importance of respecting each other's IP, but we need some flexibility to protect our interests, especially if new information comes to light that questions the validity of an IP. Could we discuss a me											
	VR: What kind of mechanism are you proposing? We need to ensure that any provision doesn't open the door to frequent or unfounded challenges that could destabilize our partnership.											
	NR: How about including a provision that allows contesting the IP validity only under specific circumstances, such as if a significant and substantiated legal or factual basis arises? This would prevent arbitrary challenges while safeguarding against potential issues.											
	VR: That sounds reasonable, but we would need to clearly define what constitutes a "significant and substantiated legal or factual basis!" to social estipuitly. Additionally, we could require modificing or an independent expert eview below any contenting action is taken.											
	NR: Defining the criteria is a good idea, including a mediation step also ensures that we attempt to sective disputes amicably before escalating them. We could agree on appointing a neutral third party with separties in P1 sur to review the basis of any challenge.											
	VR: That approach works for us. It ensures that any potential deputes are handled professionally and fairly. Wild also like to include a confidentiality agreement to protect any sensitive information exchanged ching this process.											
	NR: Agreed. Confidentiality is key. Let's also ensure that the timeframe for mediation and review is associable to prevent prolonged uncertainty. How about a maximum period of 60 days for the enfine process?											
	VR: Skrly days is acceptable. To summarize, we'll include a provision allowing for contesting IP saidily under specific, well-defined circumstances, with a requirement for mediation or independent expert review within a 60-day time/name, and ensure confidentially throughout the process.											
	NR: That captures our agreement well. I'll draft the proposed changes and send them over for you series. Thank you, Jane, for being open to discussing these adjustments.											
4 Insurance	VR: Thank you, John. I'm glad we could find a mutually agreeable solution. Let's proceed with finalizing the delaits and incorporating them into the agreement.  DR: Good morning, John. Thanks in coming in loody, bit need to discuss the insurance clause on Page 9. Our main concerns is ensuring that the Supplier adds the Distributor to their current insurance certification and markstams designate product liability insurance.	The Supplier shall said the										
1 112210	DPC 90000 Interrupt, Johns Train for October 31 in Ludy, Year relate to Unicidate Institution Coules on Page 9. Our main concern is ensuring that the Supplier adds the Destination to their current insurance certificate and maintains adequate product liability insurance.	distributor to their current insurance certificate. (Page 9)										
	5c. Codo fromg. Latel. Lundatisate the importance of the custle for your company. However, there are a few aspects that we find quite demanding, particularly the requirement to maintain product liability insurance of no less than AU\$10 million for any one occurrence.	maintain product lability insurance with a reputable insurer of no less than AU\$10 million for any one										
	SE Good morning, Jane 1 understand the importance of the clause for your company Nowever, product listing impacts of the less than AUST 0 million for any time occurrence. In making product listing impacts of the less than AUST 0 million for any time occurrence. In making ORF The AUST 0 million coverage is of color to be because it provides assumement has you desire which to fail to desire the control of the company of the form of the coverage holys millings that the results on behavior of activities your products.	occurrence for any and all liability (however arising) for a claim that the Products are faulty or defective (Page 9)*										
	50. We appreciase the need for summeric coverage, but the Autor mison left is quite right, especially for a smaller supplier like us. This could significantly increase our insurance permitted. Could we discuss a lower limit that still offers substantial protection but is more manageable for us?											
	DR: We're open to discussing the limit, but it needs to be sufficient to cover potential claims. What amount do you consider manageable, and how can we ensure that it still provides adequate protection?											
	SR. We propose a coverage limit of AU\$5 million for any one occurrence. This still represents a substantial amount and is more in line with our current financial capabilities. Additionally, we could agree to regularly review the coverage amount to ensure it remains adequate over the term of the amountment.											
	DR: AUSS million is lower than what we hypically require, but the idea of regular reviews is sensible. However, we would need a guarantee that the coverage can be increased if a review finds it insufficient. Also, adding us to your insurance certificate is non-negotiable for liability purposes.											
	SR. We can agree to add the Dishrbutor to our insurance certificate. For the regular reviews, we suggest an annual review process where both parties assess the adequacy of the coverage base on factors such as market conditions and potential risks.											
	DR: An annual review process works for us, as long as it includes a provision that any secommended increases in coverage are implemented promptly. Also, we need to ensure that the insurer is reputable and that the policy terms are comprehensive.											
	SR: We agree to use a reputable insurer and ensure comprehensive policy terms. For the prompt implementation of any increases in coverage, we propose a 50-day period to adjust the insurance coverage following the annual review.											
	DR: Ninely days is reasonable. To summarize, we agree on AUSS million coverage with annual swivexs, a commitment to increasing the coverage if deemed recessary, adding the Distributor to the insurance certificate, and ensuring a reputable insurer with comprehensive policy terms.											
	SR: That captures our agreement accurately I'll draft the detailed terms reflecting these points an share them with you for review. Thank you for your flexibility, Jane.	d										
	DR: Thank you, John. I'm glad we could find a mutually agreeable solution. Let's move forward with finalizing the details and incorporating them into the agreement.											

Numbe	er Section	Conversation	Clause	Now many variables do you identify in the conversation to update the clause? (Provide number)	Do you need to write new sentences to sufficiently update the clause with the identified variables? (Yes / No)	How many risks can you identify in the conversation and the clause? (Provide number)	What is the main risk you are able to identify? (Name risk)	5. What is the main risk source for the main risk you identified? (Name risk source)	6. What is the main proactive control for the main risk you identified? (Name proactive control)	7. What is the probability for the main risk source you identified to occifrom 1 (lowest) to 10(highest/? (Provide number from 1 to 10)	ur 8. What is the main consequence for the main risk y identified? (Name consequence)	ou 9. What is the main reactive control for the main risk you identified? (Name reactive control)	10. What is the impact for the main risk source you identified to occur from 1 (lowest) to 10(highest)? (Provide number from 1 to 10)
	5 IP Ownership Agreement	VR Good morning, John. Thanks for meeting with us today. We need to discuss the clause on Page 3 regarding the ownership and assignment of the VOTOCAST Materials. Our goal is to ensure that all rights to these materials are clearly vested in VOTOCAST.	of the VOTOCAST Materials does										
		emain that is right to thisis institution are ceasily visition in VOICAGA.  If Rood monthly, Jame I unfertised the importance of this class by VOTCAGT However, we have some concerns about the subrenit in transfer and assignment of all right, site, and interest in the VOTCAGT shareds. This could precisely impact our cent in Pligits and business operations.  VIV. If any your polet. The interiors before this classe is to secure VOTCAGT's ownership of the	Agreement or otherwise, Licensee hereby transfers and assigns to VOTOCAST all rights, title and										
		operations.  VR.1 see your point. The intention behind this clause is to secure VDTOCAST's ownership of the materials to prevent any potential IP disputes in the future. How do you propose we address your concern while still ensuring VDTOCAST's ownership?	and to the VOTOCAST Materials. (Page 3)										
		concerns while still enuning VOTOCASTs consensing?  LR: One of our main enconcerns in the blanket nature of the transfer. We need to ensure that our pre-axisting IP and any independently developed IP are not inadvertently transferred to VOTOCAST. Could we clarify the scope of what constitutes "VOTOCAST Materials" to avoid any											
		confusion?  VR: That's a reasonable request. We can certainly define "VOTOCAST Materials" more clearly to ensure that it only includes materials diveloped under the acope of this agreement. How specific would you like the definition to be											
		LR: We would like it to specifically exclude any pre-existing IP and any materials developed independently by Liomase that are not derived from or based on VOTOCAST's IP. Additionally, we want to ensure that any improvements or modifications we make independently are not automatically transferred.											
		VR: Understood. We can define "NOTOCAST Materials" to include only those materials developed specifically for VOTOCAST under this agreement. Regarding improvements and modifications, would you be concluded with a classe that grant's VOTOCAST a license to use such exprovements while relatiniting our coveracting?											
		LR: A licensing arrangement for improvements could work, but we would need to ensure it's non- eaclasive and that we retain the right to use and commercialize those improvements independently. We also need a clear process for identifying and documenting what qualifies as an improvement under this agreement.											
		VR: That sounds fair. We can agree to a non-exclusive license for improvements and set up a process for identifying and documenting them. How about we also include regular neview meetings to discuss and document any developments to ensure transsersory.											
		LR: Regular review meetings are a good idea. Quarterly reviews should be sufficient to keep track of any developments and ensure both parties are on the same page. Additionally, we would like an assurance that any transfer of rights will comply with applicable IP laws and regulations to avoid any legal complications.											
		VR: Agneed. We can include a provision that ensures compliance with applicable IP laws and regulations. To summaries, we'll define "VOTDCAST Materials" to exclude pre-existing and independently developed IP; agree to a non-exclusive license for any improvements with regular quarterly reviews, and ensure compliance with IP laws.											
		LR: That captures our agreement well. IT draft the nevised terms and share them with you for neview. Thank you for your feedbility, Jane.											
	6 IP Ownership Assignment	with finalizing the details and incorporating them into the agreement.  CR: Good morning, John. Thranks for coming in Indice, Wite need to discuss the clause on Page 10 regarding the assignment of frademark rights. Our aim is to ensure that any rights in our	Distributor shall assign to Company without charge, any rights in the										
		motes. Their year by the year beautiful, year.  Will Thesk year, John Tipe de youds reach a metally appreciable solution. Left in more browned with thicking the details and conceptioning them in the superment.  In the property of the details and conceptioning them in the superment can be a cause on Trape 10 regarded the entire proof of indicated spile. Our contract in the browned but any proof of the contract in the browned but any proof of the contract in t	trademarks of Company that may inure to the benefit of Distributor pursuant to this Agreement or otherwise. (Page 10)										
		and brand building.  CR I underland your concerns. Our main priority is to ensure that our trademarks remain under our control and that any benefits account to the Distributor don't create any conflicting overenthip claims. How do you propose we address your concerns while ensuring the protection of our trademarks?											
		transmance:  Off: We suggest a more collaborative approach. Perhaps we could agree that any trademark rights that have to our benefit would be assigned to the Company, but we could also establish a process for acknowledging the Solithiosian's contributions to the board. This could include recognition or some form of compensation for significant investments in marketing.											
		CR: That's an interesting idea. We can explore recognizing the Elatributor's contributions, but we need to ensure that the primary goal of protecting our trademarks is not compromised. How would you propose we attractive this recognition or compensation?											
		DR: One approach could be to establish a framework where significant investments in marketing and brand building by the Distributor are documented and acknowledged by the Company. For instance, if the Distributor's efforts lead to a substantial increase in brand value, this could be reconsisted through co-branding operaturilies or a marketing hard contribution.											
		CR. We can consider co-branding opportunities as a form of recognition. However, we need to make sure that the assignment of rights happens smoothly and without delay. Could we agree that any right in the transmiss are assigned immediately, with the recognition or compensation process occurrently.											
		DR: That sounds workable, immediate assignment ensures there's no delay in the transfer of rights, and the concurrent process for recognition or compensation can be clearly outlined. We'd near it is offered what mentions as a significant immediated and how it will be assistant or a significant immediated and how it will be assistant.											
		CPL Agreed. We can define significant investment in terms of financial thresholds or specific marketing initiatives. Additionally, we need to ensure that the assignment clause includes language that explicitly states that the Distributor has no Calims to the trademarks themselves, only to the recognition or compensation.											
		DR: That's bir. We'd also like to include a provision that allows for periodic reviews of the marketing contributions to ensure transparency and fairness in the recognition process. This could be done quarterly or biannually.											
		CR: Quarterly reviews would ensure that contributions are recognized in a timely manner. To surrematics, we'll ensure that baderank rights are assigned to the Company immediately and without charge, Commanely, we'll establish a process for recognizing significant marketing investments by the Claribution, with clear definitions and regular reviews.											
		DR: That captures our agreement well. I'll draft the proposed terms reflecting these points and share them with you for neview. Thank you for your flexibility, Jane.  CR: Thank you, John. I'm glad we could find a mutually agreeable solution. Let's proceed with											
	7 License	CR: Thek you, John Finglish would find a mulasily agreeable solution. Let's proceed with teaching the data of agreement and a solution of the control of th	The Supplier hereby grants to the Distributor the non-exclusive right, in the Servicey to use the Trade										
		protecting our brand.  Diff. Good morning, Jame. I appreciate the opportunity to discuss this. While we agree on the importance of brand protection, we have some concerns about the non-excitative makes of the right. This could potentially first our ability to establish a strong makes presence if multiple cells button as wing the same business in the same feature.	Marks in the promotion, advertisement and sale of the Products, subject to, and for the duration of, this agreement. (Page 7)										
		distributors are using the same trademarks in the same tentory.  SR I understand your concern, but granting non-exclusive rights allows us to work with multiple partners and expand our market reach. Now do you propose we address your concerns while maintaining the feabilities over with other distribution?											
		Transmining the seasons to serve with create classrounce?  DR: One way to address this could be by granting as a more substantial degree of exclusivity within certain sub-iterationis or aspecific channels. This would help us justify our investments in marketing and establishing the brand, knowing that we have a certain level of exclusivity in those											
		SR: That's an interesting approach. We can consider granting limited exclusivity in certain sub- territories or channels. However, we need to ensure that this doesn't restrict our overall strategy. Coold we cettine specific criteria for these sub-territories or channels?											
		DR: Absolutely, We can define the sub-territories or channels based on market segments, geographic regions, or specific sales channels. Additionally, we can agree on performance metrics to ensure that the exclusivity is justified by our sales and marketing efforts.											
		SR: Performance metrics are a good idea. This ensures that exclusivity is granted based on actual performance and commitment. We could establish key performance indicators (KPIss) such as assist stepsis, marketing investments, and band visibility metrics.											
		DR: Agreed. We're willing to commit to KPIs to justify any level of exclusivity. Additionally, we'd like to discuss the duration of the agreement. Given the investment required to build the brand, a longer duration or an option for renewal would provide more stability for our efforts.											
		SR: We can consider a longer duration or renewal options, provided the KPTs are consistently met. This would give us both the stability and fearbility we need. How about an initial term of these years with an option to renew based on performance reviewer.											
		DR: Three years with a renewal option based on performance reviews is acceptable. We would also like to ensure that there is a clear process for using the trademarks, including guidelines on brand usage, approval processes for marketing materials, and regular brand audits.											
		SR: That's important to us as well. We can include detailed guidelines on brand usage and establish a process for approval of marketing materials. Regular brand audits can be conducted quarterly to ensure compliance and maintain brand integrity.											
		DR: Perfect. To summarize, we'll grant the non-exclusive right to use the Trade Marks with potential limited exclusivity in certain sub-tentiones or channels based on performance marino. The initial term will be three years with an option to renew, and we'll include guidelines on brand usage, approved processes, and regular audits.											
		SR: That captures our agreement well. I'll draft the revised terms reflecting these points and share them with you for review. Thank you for your cooperation, John. DR: Thank you, Jane. I'm glad we could reach a mutually beneficial agreement. Let's move											
		forward with finalizing the details and incorporating them into the agreement.											

Number Section		Clause	Now many variables do you identify in the convensation to update the clause? (Provide number)	Do you need to write new sentences to sufficiently update the clause with the identified variables? (Nex / No)	How many risks can you identify in the conversation and the clause? (Provide number)	What is the main risk you are able to identify? (Name risk)	5. What is the main risk source for the main risk you identified? (Name risk source)	What is the main proactive control for the main risk you identified? (Name proactive control)	7. What is the probability for the main risk source you identified to occur from 1 (lowest) to 10(highest(? (Provide number from 1 to 10)	<ol> <li>What is the main consequence for the main risk you. 3. What is the main reactive control for the main risk you identified? (Name consequence)</li> </ol>	10. What is the impact for the main risk source you identified to occur from 1 (lowest) to 10(highest)? (Provide number from 1 to 10)
8 Liquidate	d Demages. An Good monitor, John. Therbis for moting with as body this mode to discuss the class or Page 3 designed to personal to classify the service which pages the selection of the pages and the pages and page to page the equivalent of eighteen motins' great salary of the respective employee. But page 3 designed to the page 3 designed to the page 3 designed to the page 3 designed to find the significant committee, after the content of the rest of the pages asking to be excessively high. This could impose an under transcal between one in the event of a violation.	In case of violation of this article, if the Party shall pay to the other Party an equivalent of eighteen (16) months gross salary of the respective employee. (Page 25)									
	AR: I appreciate your concern. The eligiteen months' gross stalary figure is intended to serve as a strong determent against violations. If it crucial for us to have a significant persetly to emphasize the seriousness of this classe. How do you propose we address this while atill ensuring it acts as an effective determent?										
	ID: We again that here should be a substantial greatly to date violation, but an bollow a zone manifold logue would be sufficient. We progree substant by proper by being the year by the worthing great salary. This all represents a significant amount but is less financially crypting.  APT Turbor morths' grees salary is a constituted to exclude him one profession groups. We need to ensure that the provisy is sufficient to cover any potential dramages and to set as a stony determent. Good we consider a reading counts, prehaps differ morbell' grees salary determent. Good we consider a reading counts, prehaps differ morbell' grees salary.										
	BP. Fifteen months is closer to what we can accept, but we are still concerned about the financial implications. To make this more manageable, could we also include a provision that adoes for mediation before the penalty is enforced, to potentially resolve the issue without immediate financial repercussions?										
	AR Incidding a mediation skip below extracting the penalty is a good table. It provides an opportunity is reserved equate amountage of medi years where the case of much a high penalty visit can agree to this a strong as the mediation process is sent and closent unduly olled years desirable. Bit Agreed for casculatine action and expedited mediation process, with a specified softenit process, with a specified softenit process, with a specified softenit process. Bit Agreed to the process of the proc										
	AP. We can define the scope of violations more clearly to distinguish between significant and setablish criefs for what constitutes such breaches. This should provide clerify and fermess in exhaustic clerification of the constitutes and breaches. This should provide clerify and fermess in exhaustic.  BD. That's the VW place want to ensure that the colculation of the gross salary is clear and based on the employed current salary by the larm of the violation, low and any ambiguity.										
	AR: We can include language to specify that the gross salary calculation will be based on the employee's salary at the time of the violation. To summarize, we agree on a penalty of fifteen months' grees salary, with an expedited mediation process, application only to intentional and agrificant violations, and class orders for salary calculations.										
	BR. That captures our agreement accurately IT draft the revised terms reflecting these points and share them with you for review. Thenk you for your cooperation, Jane. AR. Thank you, John. I'm glad we could reach a mutually agreeable solution. Let's move forward with finalizing the details and incorporating them into the agreement.										
9 Minimum Commitr	IR: Good morning, John. Thanks for joining us today. We need to discuss the classe on Page 5 fast requires us to make all read the Licensed Programs analate for looper on a five toll basis a all times during the Term. Our goal is to promote both our Licensed Programs and the RCO Service deficiently.  RR: Good morning, Jane. We appreciate the clause's intention to promote the programs and the	Licensor shall make available to Rogers, on a free trial basis and at no cost to Rogers, not less than ten (10) Licensed Programs at all times during the Term (each, a ASPromotional Program Aú) for									
	engage uses effectively. How many programs do you think would be sustainable while still arbitration programs in page 1.	Service (Page 3)									
	PET Via butter that distancy the program of a lare would be more manageded. The still provide as including same of an excellent for promotion without developming, an execution. Additionally, including have programs every quarter could same that content has and engaging for sease.  I.P. Reducing the number to here in a significant change, but the coverage of midding programs and the properties of the content of the cont										
	RR: Agreed. We can ensure that each selection includes both popular and new programs. To further support the promotion, we're willing to provide additional marketing efforts for these programs on our platform, such as featuring them prominently, using barner ads, and promoting them on social media.										
	LP: Additional marketing support would certainly help maintain the visibility and attractiveness of the Promotional Programs. In mature, we would like to include delimited quartely reports on the effectiveness of the promotion and make any recessors adjustments by a gauge the RRP. Providing quartely performance reports is reasonable. We can include metrics such as view.										
	BIT Providing quantity preference report is reasonable. We can include metics such as see counts, and reducted, and responser rises. We also such the facilities for preference programs with new creat during the quantity reduction to base the otherspan completing.  In Plandbilly in registering underportering programs makes assess. It ensures that the providing completing is reducted to the country of the coun										
	RR: That sounds fair. To summarize, we'll provide five Licensed Programs on a free trial basis at all times, notate these programs quarterly, ensure a mix of popular and new content, ofter additional maketing support, provide quarterly performance seports, and allow for mutually agree splacements of undergrowing programs.	1									
	LR: That captures our agreement well. If draft the revised terms reflecting these points and share them with you for review. Thank you for your cooperation, John.  RR: Thank you, Jane. I'm glad we could find a mutually beneficial solution. Let's proceed with										
10 Most Fax	Bit There you, Net Tip did not require their provide year and of their provide with solicity of which also in the provide year. The large memory are better than the provide year that the greatment could be the provide year. The provide year and year. The year and year they was not consent aload to provide impact, Adapting the Their good! First based on this provide years and year, which regist the year and year year year year. When year, which regist the year and year year year year year.	If for any reason, Integrity and TL are subject to lower "free goods" limits by any third party license, the togoing shall be adjusted to comply with any such license(s).									
	TUR: Good morning, Jame. I understand the need for this clause, but we have some concerns about its prointed impact. Along the "the spoof in this based on this pays (izeruse could sel to unpredictable changes, which might affect our marketing and promotional strategies.  RI see you prost. Our infection is to ensure that but paydes were compact with any thist-party appearants, but we also want to swold any under damptions. How do you propose we address your concerns with emissining compliance.	(Page 3)									
	TLP: One way to address this could be to include a notification and consultation process. If a third panty license imposes lower limits, we should notify each other and discuss how to adjust the "the goods" limits in a way that minimizes discupition. This would give us a chance to plan and adapt our strategies accordingly.										
	IR: A cetacion sed consultation process associate securidos. Wis cas agree to cetál; each other within a specific licentaries, see; all business days, after becoming assess et all seen. In this party license changes. Then, we can't hold a needing to discuss the necessary adjustments.  1.11. That would be use. Additionally, so repose haddedly a parage period before in them within labs effect. This world give us some buffer time to adjust our operations. Perhaps a 20-day grace period world but appropriate.										
	R. A 30-day grace partied would provide sufficient files to make recessary adjustments without proportionally to the new british represent by the 94-day for recessary adjustments with be raised proportionally to the new british represent by the 94-day for remark filter adjustments with be raised proportionally to the result of the 94-day for the 94-day for remark filter adjustments and provided the 94-day for the 94-day										
	IP. Agreed. We can include a clause that requires both parties to document the adjustments and the underlying masons, as well as the third-party license details. This will help ensure clarity and transparency.										
	TUR. Excellent To surrounize, set a wholeho is notification and commission process within 50 business says of learning about only thing high content gains, implement a study gains period below the revel limits like effect, make proportions adjustments, and document the rationale and filled query positioners in a set of the processor of the proc										
11 No Solid Employe	TLR: Thank you, Jame. I'm glad we could reach a mutually beneficial solution. Let's move forward										
Employe	have cased employment. This is important to us to protect our workforce stability.  CuR: Good morning, Jane. We undenstand the rationals behind this clause, but we have some concerns about its practicality and fairness, especially in cases where employees leave voluntarily and seek employment independently.	will not be allowed to employ employees of the other parts, directly or indirectly, for one (1) year from the date the employee has a cassed to be employed by the other parts. (Page 11)									
	CR: I see where you've coming from . Our primary concern is to prevent practicing, which can disappt our operations. How do you propose we address shallone where employees leave valuations/y?  CRI: Crea way to handful this could be to include an exception for employees who apply for positions on their own without any addictation or encouragement from the other party. This would protect their parties from unfamp recisions with additing individuals to pursue their cleaners heady.										
	CR: That's a reasonable suggestion. We can agree to an exception for employees who initiate contact and apply independently. However, we'd need clear guidelines on what constitutes solicitation to prevent any misundent										
	CuR-Agreed. We can define solicitation to include direct or indirect actions such as tergeted job offers or recoultment through intermediates. Additionally, we could establish a notification process where the hirting party informs the other if they receive an application from a former employee, ensuring transparency.										
	CPL A confination process would be height. We should also pasself by the first disease applies to be, sensitives of more with account is sensitive information, as they pose a higher risk of employed by the other party shortly after leaving.  CPL Recording of down to bey applying makes appear with an applie to the classe applying to employee in makes route of the classe applying to employee in makes route or from with account to proprietively information. This way, the restriction is not be regarded and less disruptively to personal from proceedings of the classes applying to the recording of the classes applying to the classes applying the classes appl										
	CR: That's a fair compromise. To ensure compliance, we should also include a provision for mutual cooperation in investigating any alleged breaches of this clause. This would help us address any issues promptly and collaboratively.										
	CuR: Including a cooperation provision is a good idea. If ensures that both parties are committed to upholding the classe and reactiving any deputies articolarly. To summarize, well allow exception for independently applying employees, define solicitation classify, establish a notification process, apply the classes to key employees, and include a cooperation provision.										
	CR: That captures our agreement well. If that the revised terms effecting these points and share them with you for review. Thank you for your cooperation, John.  CUP: Thank you, Jans. I'm glad we could find a mutually beneficial solution. Let's move forward with finalizing the details and incorporating them into the agreement.										

Number Section	Convenation	Clause	Now many variables do you identify in the conversation supdate the clause? (Provide number)	2. Do you need to write new sentences to sufficiently update the clause with the identified variables? (Nex / No)	to 3. How many risks can you identify in the conversation and the clause? (Provide number)	What is the main risk you are able to identify? (Name risk)	What is the main risk source for the main risk you identifed? (Name risk source)	What is the main proactive control for the main risk yo identified? (Name proactive control)	7. What is the probability for the main risk source you identified to or from 1 (lowest) to 10(highest)? (Provide number from 1 to 10)	cur 8. What is the main consequence for the main identified? (Name consequence)	risk you '9. What is the main reactive control for the main risk you identified? (Name reactive control)	10. What is the impact for the main risk source you identified to occur from 1 (lowest) to 10(highest)? (Provide number from 1 to 10)
12 Non	ER: Good morning, John. Thanks for meeting today to discuss the clause on Page 2 regarding the Distributor's obligation not to do anything harmful to Enchorsis's honor, goodwill, or reputation. This clause is crucial for us to protect our brand integrity.	Distributor shall not do anything			, , , , ,				, , , , , , , , , , , , , , , , , , , ,			
Disparangement		which is contrary to or which in Enchonis. Ads reasonable business judgment is harmful to its honor, goodwill or reputation. (Page 2)										
	DR: Good morning, Jane. We understand the importance of this clause, but we have some concerns about the subjective nature of terms like "honor," "goodwill," and "reputation." These could lead to disagreements on what constitutes a violation.	goodwill or reputation. (Page 2)										
	ER I see your point. Our goal is to ensure that the Distributor's actions align with our values and public image. How do you propose we address the potential for subjective interpretation while still											
	protecting our interests?											
	DR: One way to handle this is to establish more concrete guidelines or examples of actions that would be considered harmful. This would provide clarify and help prevent misunderstandings. Additionally, we could implement a process for discussing and resolving any concerns that arise negarding potential violations.											
	ER: Concrete guidelines could be helpful. We can agree to outline specific examples of hamful actions, such as engaging in uneficial business practices or making false public statements about Enchoria. As for the resolution process, what do you suggest?											
	Enchonia. As for the resolution process, what do you suggest?  DR. We process a ferred approach. First, if Enchonia believes an action is harmful, we should have											
	DR: We propose a Sered approach. First, if Enchonia believes an action is harmful, we should have a formal discussion to understand the issue. If the matter isn't resolved, we could escalate it to a mediation process before taking any final actions. This ensures fair handling of any disputes.											
	EIR: A tiened approach is reasonable. It provides a structured way to address concerns and resolve from arricably. We can specify a timeframe for each slep to ensure timely resolution. For example, a formal discussion within 10 business days of raising the concern and mediation within 30 days if needed.											
	State of the state											
	DR: That timeframe works for us. Additionally, we'd like to include a clause ensuring that any massures taken are proportionale to the violation. This prevents overly harsh penalties for minor infractions.											
	EIR Proportional measures are fair. We can agree that any actions taken in response to a violation will be appropriate to the seventy of the issue. To summarize, we'll include concrete guidelines on harmful actions, establish a fered resolution process with specified timeframes, and ensure proportional threasures.											
	DR: That captures our agreement well. I'll draft the revised terms reflecting these points and share them with you for neview. Thank you for your cooperation, Jane.											
13 Post-Termination Services	End I mank you, John. I'm glac we could not a mutually beneficial southon. Let's proceed with finalizing the details and incorporating them into the agreement. PAR: Good momino, John. Thanks for meeting with us today. We need to discuss the clause on	Such books, records and accounts										
Services	EST These you, Julys 1 registive could hold a mutually beneficial couldne, Left sproced with Missing Committing, July 1 registive could be set to the process of which PARC Good moving, July 1 registery of the part of the process of the page 22 registery from a manner or global control page 22 registery from partnersors of books, one page 23 registery from partnersors of books growers. This clause is asserted for mutually also page 24 registery from the page 24 registery fr	will be maintained for a period of at least three (3) years following the termination or expiration of this										
	PSP: Good morning, Jane. We understand the need for maintaining records, but we have some concerns about the practicality of keeping these records for three years, especially if there are no	Agreement, provided there are no pending disputes between the Parties. (Page 22)										
	disputes.  DAD: I understand your concern Clar mod is to ensure us have access to necessary information in											
	PART: Lunderstand your concern. Our goal is to ensure we have access to necessary information in cases any taxues arise after the agreement ends. How do you suggest we balance the need for record-keeping with your concerns?											
	PBR: One way to address this is by specifying what types of records need to be maintained. This could limit the scope to only the most critical documents, reducing the burder. Additionally, we could consider reducing the retention period if there are no disputes within a certain timetrame after the agreement ends.											
	after the agreement ends.  DAD: Congridien the trace of necretic is a proof idea. We can areas in limit this in the control of											
	PAR: Specifying the types of records is a good idea. We can agree to limit this to financial records, transaction documents, and any communications related to the agreement. As for the referetion period, how much time do you think would be neasonable before see our reduces 87											
	PBP. We believe that if there are no disputes within the first 12 months after the agreement ends, the requirement to maintain records could be reduced from three years to 18 months. This way, we still have a significant period for potential issues to arise, but it is less burderance in the long run.											
	still have a significant period for potential issues to arise, but it's less burdennome in the long run.  PAR: Reducing the period to 16 months after the first year without disputes seems reasonable. To ensure we cover all potential issues, we should also include a clause that allows for an extension of the referriors period if any disputes do arise within those first 12 months.											
	ensure we cover all potential issues, we should also include a clause that allows for an extension of the retention period if any disputes do arise within those first 12 months.											
	PBR: An extension clause in the event of disputes is fair. This ensures that both parties are protected. We could also agree on a notification process if either party believes there might be a need to extend the reterrior											
	PAR: A notification process adds another layer of protection and transparency. We can specify											
	that entire planty must noticy the content versits 20 cays or locateships a potential status max might require solderding the releasing period. To summarize, we'll specify the types of records to be maintained, reduce the releasing period to 18 months if no disputes arise within 12 months, include an extension clause for disputes, and establish a notification process.											
	PBR: That sounds comprehensive and fair. I'll draft the revised terms reflecting these points and											
	PAR: Thank you, John. I'm glad we could reach a mutually beneficial solution. Let's move forward with finalizing the details and incorporation there into the average of											
14 Price Restrictions	NNN: Thank you, John. The glid see could have already and installar permitted solution. Left move floward with fraction; the debails and incorporating them risk the appreciate.  INFR: Could recovery, John. Thread by principle up 100by: We need to discuss the classes on Page 1 till RIC Could recovery, John Thread by principle up 100by: We need to discuss the classes on Page 2 till recovery to the could be applicable to the principle of the principle up 100by: We need to discuss the classes of the classes.  The principle of the adjustment principle up 100by: We need to consider the principle up 100by: We need the principle up 100by:	Following the completion of such maintenance term, Bankers Bank										
	sense the maintenance arm for one-year periods, with see adjustment proposed by Nettree not to eaceed 5%, given at least 60 days' notice. We have some concerns about this clause. NR: Good morning, Jane. We've open to discussing this clause. Can you elaborate on your concerns?	may at its option, renew maintenance for subsequent periods of one (1) year each,										
	NHC Good morning, Jame. We're open to discussing this clause. Can you easonate on your concerns?	Nettree not to exceed 5% at least sixty (60) days in advance of the applicable renewal date. (Page 1)										
	DBRP. Our main concern is the 2% cap on fee adjustments. While we understand the need for flexibility in pricing, a flat cap might not always reflect market conditions or changes in the cost of providing maintenance services. We're looking for a solution that balances predictability for us with balances predictability for us with balances are your conditions for your conditions for your conditions for your conditions.	applicable renewal date. (Page 1)										
	taimess for you.  NR: I see your point. We included the 5% cap to provide you with some level of cost predictability.											
	NR: I see your point. We included the 5% cap to provide you with some level of cost predictability. Would you be open to a tiered adjustment mechanism, where the cap could vary based on certain predefined conditions, such as significant changes in market indices or operational costs?											
	BBR: A tiered mechanism could work, but we'd need clear criteria for when different caps apply. For instance, we could agree to a base cap of 5%, but allow for a higher cap if certain conditions, such as inflation rates or significant cost increases in specific areas, are met. How does that sound?											
	NR: That sounds reasonable. We could use an industry-standard index to determine inflation rates or cost changes. For example, if the annual inflation rate exceeds 2%, we could allow for a cap adjustment up to 7%. We should also establish a process for reviewing and agreeing on these adjustment to ensure transparency.											
	BIDR: Uning an inclusive-standard index makes sense. We could agree on a reputable source, like the Consumer Price Index (CPI), for measuring inflation. Additionally, we can schedule a meeting at least 50 days before the renewal date to discuss any proposed adjustments and review the relevant data.											
	NR: Agreed. A meeting 90 days before the renewal date would provide enough time for both parties to prepare and review the date. We should also include a clause that allows for senegotiation of the cap if there are extraordinary circumstances, ensuring flexibility for both											
	parties.											
	BBIR: Including a renegotiation clause for extraordinary circumstances is fair. It ensures we can address any unforessen everts that might significantly impact costs. To summarios, we'll use a fewer adjustment mechanism based on the CPU, with a base cape of 75 and a potential increase to 7% if inflation exceeds 75°. We'll also hold a review needing 50 days before the nenewal date and include a meregotiation clause for entirendinary commantances.											
	r in a necessary EXCEPT 2. We it also not a review meeting 50 days before the renewal date and include a renegotation clause for extraordinary circumstances.											
	NP: That captures our agreement well. I'll draft the revised terms reflecting these points and share them with you for review. Thank you for your cooperation, Jane.											
15 Revenue-Profit	BBR: Thank you, John. I'm glad we could find a muhally beneficial solution. Let's move forward with finalizing the desiria and incorporating them into the agreement. ESSIR: Cood morning, John. Thanks for joining sur today. We need to discuss the clause on Page	ESSI will provide Talent with one-										
15 Revenue-Profit Sharing	with finding the details and incorporating them not the agreement. ESSER Count menusch, such Transis to legical to body. We meet to discuss the clause on Page ESSER Count measurement of the County of the County of the County of the County of the business days of executing the Agreement. We went to ensure with adjusted on this provision. The County mercinic, and we agreed the desirety to the clause, and we have a few commons regarding the listing and conditions for the insurance of the shortest. The liter-business day invalves and the county of the county of the three county or comprehensive or preferred indeps we should be asserted.	million (1,000,000) shares of restricted common stock issued within ten business days of										
	TR: Good morning, Jane. We appreciate the clarity on this clause, but we have a few concerns requesting the timing and conditions for the issuance of the shares. The ten-business-day timiling seems a bit light, and we'd like to understand if these are any contingencies or colorinal delaws we	esecution of this Agreement. (Page 2)										
	ESSIR: I undersland your concerns. The ten-business-day firetiline is intended to expedite the process and ensure Taked sections the shares promptly. However, we've open to discussing adjustment if excessory. What therefore do you consider more feasible?											
	TR: We believe a 30-day timeline would be more practical. This would provide ample time for ESSI to complete any necessary administrative basks and ensure that all regulatory requirements are mat. Additionally, we'd like to confirm that the shares will be issued in compliance with all applicable securities regulations.											
	applicable securities regulations.  ESSID: Evisenting the finaling to 30 days in payments.											
	appricates secursal regulations.  ESSIR: Extending the timeline to 30 days is reasonable. We can certainly accommodate that. As for compliance with securities regulations, ESSI will ensure that the issuance of shares adheres to all legal and regulatory requirements. We'll provide you with the necessary documentation to confirm this.											
	confirm this.  TR: That's reasouring. We also need to clarify the restrictions associated with these shares. Specifically, we'd like to confirm the lock-up period and any conditions under which these restrictions might be lifted.											
	wymnessy, we also to committee look-up period and any conditions under which these restrictions might be lifted.											
	restrictions might be littled.  ESSIR: The shares will indeed be restricted and subject to a standard look-up period, typically one year from the date of issuance. The restrictions are designed to comply with securities laws and protect both parties. If there are any specific conditions you'd like to discuss, we're open to negotiating those terms.											
	negotating those terms.  TR: A one-year lock-up period is acceptable, but we'd like to include a clause allowing for partial											
	TR: A one-year lock-up period is acceptable, but we'd like to include a clease allowing for partial releases of shares if certain milestones or performance metrics are achieved. This would provide Talent with more feedbilly and incentivise meeting key objectives.											
	ESSIR: Including performance-based releases is an interesting idea. We could establish clear milestones and agree on a schedule for partial releases based on those milestones. This would ensure alignment with Talent's performance greats while providing some flexibility.											
	TR: That sounds like a good approach. To summarise, we'll adjust the timeline for issuing the shares to 30 days, ensure compliance with soundies regulations, apply a standard one-year lock-sp period, and include a clause for performance-based period releases.											
	up period, and include a clause for performance-based partial releases.  ESSIR: That captures everything well. [1] draft the revised learns nether than a partial release.											
	ESSIR: That captures everything well. I'll draft the revised ferms reflecting these points and share them with you for eview. Thank you for your cooperation, John.  12: Those you, Jens. I'm classand see most find a solution that sunds for both sides. Let's move.											
	TR: Thank you, Jane. I'm pleased we could find a solution that works for both sides. Let's move forward with finalizing the details and incorporating them into the agreement.											

Number Section	Conversation	Clause	How many variables do you identify in the conversation to update the clause? (Provide number)	2. Do you need to write new sentences to sufficiently update the clause with the identified variables? (Nex / No)	Now many risks can you identify in the conversation and the clause? (Provide number)	What is the main risk you are able to identify? (Name risk)	5. What is the main risk source for the main risk you identifed? (Name risk source)	<ol> <li>What is the main proactive control for the main risk yo identified? (Name proactive control)</li> </ol>	<ol> <li>What is the probability for the main risk source you identified to occurre (lowest) to 10(highest)? (Provide number from 1 to 10)</li> </ol>	<ul> <li>8. What is the main consequence for the main risk yo identified? (Name consequence)</li> </ul>	ou 9. What is the main reactive control for the main risk you identified? (Name reactive control)	10. What is the impact for the main risk source you identified to occur from 1 (lowest) to 10(highest)? (Provide number from 1 to 10)
16 ROFFICIN	Geo. Controlled and the controle	Whole you want for the parison of the parties of the parties of the form of the parties of the p										
17 Recent Cala. Excess	Good command, about The test for execution to design at the claim and They of the Segment of Confidence delivers to the Section 2 and the											
58 Permutation for Conveniences	The Count of more, about 1 have been awarely tools in the counter of more in Part 7.  The Count of more, about 1 have been awarely tools in the counter of more awarely as a second of the counter of more awarely as a second of the counter of more awarely as a second of the counter of more awarely as a second of the counter of the count	Nobel hardwards gar other horsels of the Augment of										
19 Sestinis Busilistry	The Theorem and American Company of the Company of											

Number Section	Convenation	Clause	Now many variables do you identify in the convensation to update the clause? (Provide number)	Do you need to write new sentences to sufficiently update the clause with the identified variables? (Nes / No)	How many risks can you identify in the conversation and the clause? (Provide number)	What is the main risk you are able to identify? (Name risk)	What is the main risk source for the main risk you identifed? (Name risk source)	What is the main proactive control for the main risk you identified? (Name proactive control)	What is the probability for the main risk source you identified to occ from 1 (lowest) to 10(highest)? (Provide number from 1 to 10)	What is the main consequence for the main is identified? (Name consequence)	k you '9. What is the main reactive control for the main risk you identified? (Name reactive control)	10. What is the impact for the main risk source you identified to occur from 1 (lowest) to 10(highest)? (Provide number from 1 to 10)
20 Uncapped Liabilit	PAR: Good moming, John. Thanks for meeting today. We need to discuss the clause on Page 7 regarding Irritations on liability. Specifically, the clause states that neither party will be liable for	Except with respect to any claim or lability arising from an infringement.										
	Proc. Octobrology, color. Trades on investigation, but clause status that neither party will be labele for specific, indirect, consistent or larger and processing positive, or recidental damages, except for claims related to the special, redirect, consequential, positive, or recidental damages, except for claims related to the special, redirect, consequential, positive, or recidental damages, except for claims related to the special damages, except for claims related to the special damages. The claims resets below our resets.  See The Contraction of the special damages and the special damages below the special contraction of the special damages.	property right, in no event shall either party be liable for any special, indirect, consequential, punitive or										
	for certain types of losses.	indirect, consequential, punitive or incidental damages of any kind. (Page 7)										
	PAR: I appreciate your feedback. Our goal is to limit exposure to certain types of demages while still addressing any assess that arise from IP infringement claims. Could you specify the types of losses you're perfounder concerned about?											
	PBIR: Our main concern is that the exclusion of consequential and incidental damages could leave us without adequate recourse in cases where the damages are significant but not directly sed to IP infragement. For example, if a beach severely impact our business operations or results in significant financial loss, we might be limited in what we can recover.											
	signrecent transcus loss, we enjoy to eliminate in what we can recover.  PARI: That's a valid point. Whi's open to discussing how we can balance limiting liability with ensuring fair remedies for significant losses. One approach could be to cave out exceptions for appoint (pipes of consequential damages or include a cap on liability that is reasonable and proportionate.											
	aponor types or consequentes carrages or include a cap on sacety that is reasonable and proportionable.  PBIR A cap on liability might be a good solution. It would allow us to manage risk white still providing a degree of profusion against substantial losses. We could agree on a cap based on the total value of the Agreement or a multiple of the fees pro-											
	providing a degree of protection against substantial losses. We could agree on a cap based on the total value of the Agreement or a multiple of the fees paid.  PAR: A cap could work. We should also discuss whether there are particular categories of											
	NNA. A cap could work. We should also discuss whether here are particular categories of consequented demanges that should be equivalent or includes or includes for recarding, we might specify that the cap applies to all damages except those string from gross negligence or willful misconduct. The properties of the pro											
	PAR: To summarize, we'll consider including a cap on liability for damages, define exceptions for											
	gross negligence or willful misconduct, and outline the specific types of consequential damages covered by the cap.  PSIR: That sounds like a reasonable approach. I'll draft the revised terms reflecting these points and share them with you for review. Thanks for your cooperation, Jane.											
	PAR: Thank you, John. I'm glad we could address these concerns. Let's finalize the details and incremental them into the Annexement											
21 Cap on Liability	PAR: Good morning, John. Thanks for joining me today. We need to review the limitation of liability clause on Page 19. The clause states that neither party will be liable for any indirect, special, incidental, consequental, or exemplary damages related to the Agreement, regardless of foresseability. If like to exems that this meets both our needs.	NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT.										
	processed by it of us to ensure that this means cont our needs.  PRPC Good morning, Jane. I see the intention behind limiting liability to avoid excessive claims, but we have some concerns about the broad exclusion of all these types of damages. Specifically, we're worsted that it might veil ye restrict our ability to claim damages for significant losses that could arise in consection with the Agreement.	SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, WHETHER FORESTEARS FOR										
	arise in consection with the Agreement.  PART: understand your concerns. Our aim is to limit exposure to certain types of damages to avoid unpredictable or unmanapsable labilities. Could you left me more about the types of damages you for concerned about and how they might incread you?	NOT, THAT ARE IN ANY WAY RELATED TO THIS AGREEMENT. (Page 19)										
	damages you've concerned about and how they might impact you?  PER: Certainly. For instance, if a breach of the Agreement causes significant operational disuppions or francial issues, those damages could be substantial even if they are not direct. The current clause could potentially alwae our without adequate recourse for such situations.											
	current clause could potentially leave us without adequate recourse for such situations.  PAR: That's a valid point. We want to be fair and ensure that both parties are protected while managing rake. One approach might be to agree on a cap for certain types of damages or to appectly some exceptions where these limitations would not apply, such as in cases of gross.											
	negligence or willful misconduct.											
	PBIR A cap on liability could be a useful compromise. It would provide a predictable limit to damages while still allowing for recovery of substantial losses under certain conditions. Additionally, we could discuss whether specific catalogories of damages, such as those arising from serious breaches, should be excluded from this limitation.											
	PAR: Agreeing to a cap is a good starting point. We should define a reasonable cap amount, such as a multiple of the contract value or a set monetary limit. We can also specify exceptions for contain severe cases, like intentional misconduct.											
	PSR: That approach seems fair. We should also outline which specific categories of damages are covered by the cap and which, if any, are excluded from the limitation. This will provide clarify and ensure that both parties understand their potential exposure.											
	PAR: To summarize, swill consider including a cap-on liability, specify exceptions for extreme cases like grean regisjence or willful insconduct, and clearly define which types of damages are covered by the cap and which are excluded.											
	PBP: That aconds reasonable. If draft the revised terms reflecting these points and share them with you for review. Thatks for working through this with me, Jane.											
22 Unlimited all-you can-eat License	PAR: Thank you, John. I'm glad we could address these concerns. Let's move forward with finalizing the details and incorporating them into the Agreement.  I.R: Good morning, John. Thanks for joining me to discuss the clause on Page 2 about multiple viewings of the Licensed Program. As it stands, the clause allows to unlimited viewings during the	Multiple viewings of the Licensed Program shall be permitted during										
	Stationing and ordinals abid incorporating letters from the Agricultural.  In the Commission of the Co	the Viewing Period for no additional fee and all such viewings shall be considered a single exhibition of the Licensed Program for the purposes										
	concerns about the poletical implications of allowing unfinited viewings without additional fees. It implifies the unbreaseen impact on our reviews are dusage restricts.  LR: I see where you've coming from. Our goal with this provision is to offer feeblily for multiple viewings, which we believe is exsential for the value of the Licensed Program. However, we've open to discussing how to additions any concerns you might have.	of calculating License Fees hereunder. (Page 2)										
	LCR One concern is that allowing unlimited viewings could potentially lead to eversum, which regist impact the precedived value of the Consensib Program. You'dle lies to ensure that while viewings are facility, there is also a reasonable front to prevent potential abuse.  If That is a value occurrent private year could discuss a reasonable lied on the number of viewings or a literal should be viewed to the could be provided to the country of the viewings or a literal should be view about the country that is a contain threshold. This way, the doublilly in presence, but there is also a way to manage overwheat the value of the country of the country of the country of the value of the view of the value of the											
	viewings or a tiened shutcher where additional fees apply after a certain threshold. This way, the feedbilly is preserved, but there is a way to manage overses.  LCP: A tiered shutcher could be a good solution. For example, we could allow a certain number of viewings without additional fees and then apply a fee for each additional viewing beyond that limit. This would help manage usage within enablasing the solution.											
	viewings without additional fees and then apply a fee for each additional viewing beyond that limit. This would religion pranage usage while mealstaining feechility.  I.P.: A tiered approach sounds reasonable. We should define the base number of viewings incidited and the fee shoulaw for any additional viewings. This will provide a balance between feechility and remarkers notingful numers.											
	included and the fee situatives for any additional viewings. This will provide a balance between feability and managing oberfail coverase.  LCR: Additionally, we might consider specifying what constitutes a "viewing" to ensure clastly. For instance, is a viewing defined by a specific time duration or by the number of times the program is accessed?											
	instance, is a viewing defined by a specific time duration or by the number of times the program is accessed?  LR: Defining what constitutes a viewing is crucial. We can include a clear definition in the agreement, such as a viewing being defined by a specific period or session length.											
	agreement, such as a viewing being defined by a specific period or essation length.  LCR Great. To summarize, we'll look at implementing a fewed shuckure for viewings, define a base number of viewings included at no extra cost, set fees for additional viewings beyond that limit, and provide a clear definition of what constitutes a viewing.											
	LR: That works for us. I'll draft the revised terms reflecting these points and share them with you for review. Thanks for collaborating on this, John.											
23 Volume Restrictio	LCR: Thank you, Jane. I appreciate your flexibility. Lef's finalize the details and incorporate them into the Agreement. TR: Good morning, Michael. Thanks for meeting today. We need to discuss the clause on Page 2.	In the event any Production Session										
	tels bit Appearment.  Tiff. Good norming, Michael. Thanks for meeting today. We need to discuss the clause on Page 2 regarding additional comparation for Production Seasons that exceed eight hours. As I shoots, we have the production of the production additional comparations in good reference and the production of the form to the page of this later.  PUR: Good monthing, Emily Yas, I see the clause. We want to ensure that any additional and	exceeds eight (5) hours in duration ESSI and Talent will negotiate in good faith additional compensation to Talent for time in excess of eight										
	specific concerns you have about this provision?											
	TR: Certainly, Our main concern is ensuring that them's a clear mechanism for determining additional compensation if the session extends beyond eight hours. We want to avoid any potential ambiguity or delays in compensation negotations.											
	PCR: I understand your concern. We're committed to negotiating in good faith, but we also need to manage our production schedules and budgets effectively. It would be helpful to define some parameters for these negotiations to ensure they're fair and transparent.											
	TR: That's a reasonable approach. Win'd like to include guidelines or a formula for calculating additional compensation based on the extra hours worked. This would provide clarify and ensure that Taller is larly compensated without needing to renegotiate terms each time a session exceeds eight hours.											
	PCR: A formula could work well. We might base the additional compensation on an hourly rate or a set percentage of the agreed rate for the session. We should also consider including a cap on additional compensation to prevent excessive costs.											
	TR: Including a cap is a good idea to manage costs. We should discuss a reasonable cap amount and how it will be calculated. Additionally, it would be beneficial to cuttine the process for initiating and finalizing these negotiations to ensure they are timely and efficient.											
	PCR: Agreed. We'll need to specify how the negotiations will be initiated—perhaps including a requirement for notifying the other party when the session is likely to exceed eight hours. We'll also outline how quickly the additional compensation should be agreed upon and documented.											
	TR: Exactly. To summarize, we'll develop a formula for calculating additional compensation for hours beyond the initial eight, include a cap on the amount, and define a clear process for negotiating and documenting these additional terms.											
	PCR: That sounds like a solid plan. I'll draft the revised terms reflecting these points and share them with you for review. Thanks for working through this, Emily.											
	TR: Thank you, Michael. I appreciate your willingness to address these concerns. Let's move forward with finalizing the details.											

Number Section	Conversation	Clause	How many variables do you identify in the convensation to update the clause? (Provide number)	Do you need to write new sentences to sufficiently update the clause with the identified variables? (Nex / No)	How many risks can you identify in the conversation and the clause? (Provide number)	What is the main risk you are able to identify? (Name risk)	5. What is the main risk source for the main risk you identified? (Name risk source)	6. What is the main proactive control for the main risk you identified? (Name proactive control)	What is the probability for the main risk source you identified to occur from 1 (lowest) to 10(highest)? (Provide number from 1 to 10)	What is the main consequence for the main risk you identified? (Name consequence)	What is the main reactive control for the main risk you identified? (Name reactive control)	10. What is the impact for the main risk source you identified to occur from 1 (lowest) to 10(highest)? (Provide number from 1 to 10)
24 Vibrranty Dura	on DR: Good morning, Tom. Thanks for joining me to discuss the clause on Page 4 regarding the notification of product issues and the replacement process. The clause requires the Distributor to reflect the Company of any introdugate, default, on onconformation within server clause of trought, and the company of the process and the product of the order of the product of the process is work to both particular to be producted the ordering. While the bringer the promotion is an extract in the process.			Manager (see ) stoly	and the second second (		A STATE OF THE STA	200)	And the record ways to revise number term 1 to 10)		. ,	The same same same say
	CR. Good morning, Laura. Yes, Tim seare of the clause. The interiors is to ensure prompt association of leases related to the products. What concerns do you have about this provision? OR: Our rank concerns in the searest only refilication valence. Whithis was understand the need for prompt communication, this tresterer night be collaringing in practice. Considerance it below more time to incepted and dentify leases, aspectaged if the products are numerous or compared of the product are numerous or consideration.	tree of charge. (Page 4)										
	CR: I see. We want to make sure issues are reported promptly to avoid delays in resolution, but we also want to be reasonable about the timetrame. Could you propose a timetrame that would be more manageable for your feam?											
	OR: A further day window night be mon practical for ar. This would give as adequate lines to be roungly ingreed by products and sending yes please. Addressly, we till be in Gentfy the process for reporting these issues to ensure that all parties understand the slept involved. CR: Extending the intributes to became they could not be included by include details on how the Detribution should not like the process of the contribution of the co											
	OR Exactly Attendeduce process for reporting until their streament communication. We should people whether molifications and/old we sent up exactly a formula sporting system, only other method. This will ensure that all parties have an consistent appears.  CR. Agreed. Including details on the notification process will their and insundentiandings.  Additionally, we should could's with constitute acceptable or extended or non-											
	conformance to ensure clarity in the replacement process.  OR. That is a good only. We should specify the type of existence required, such as photos or detelled descriptions of the issuess. This will help expedite the veries and replacement process.  CR: To summarize, we'll askend the notification process for foundation, getting the process to the contract of the											
	DR: Sounds great. Thanks for being flexible, Tom. I look forward to seeing the revised terms. CR: Thank you, Laura. I appreciate your cooperation. Lefts finalize these details and move forward.											
25 Anti-Assignme	t PAR: Good moming, Sam. Thanks for meeting today. We need to discuss the assignment and harsfer clause on Page 13. It stales that neither party can assign or transfer its rights or obligations under the Agreement without prior written consent from the other party, and that consent should not be unreasonably withheld or delayed. If It like to ensure this clause works for	Neither Party shall have the right to assign or otherwise transfer its rights or obligations under this Agreement except with the prior written consent of the other Party, not to be unreasonably withheld or										
	both prime. We converge Alex 1 understand the clause, but we have a free concern. The requirement of the control of the contro											
	PAR: including examples could be useful. We could specify that reasons for withholding consent might be unreasonable if they are not related to material concerns about the satisfying ability to perform under the Agreement or if they are based on discriminatory or arbitrary grounds.											
	FIRS. That makes areas. Another aspect to consider to the timehaves for providing consent. We should define a measurable proder time which he nequesting party must incroke a response. This will be justed in revocassary delays in the process. Place Societies (see considerable societies, and the process of the consent request. This enters that both position has a state or expectable to be and a facilities on the consent request. This enters that both position have a state or expectable to be and a facilities with the maximum that both position have a state or expectable to be when decident with the maximum that are processed to the process of th											
	PBR: That's a good appreach. Also, we should include provisions on what happens if consent is considered as a desiral or an implicit consent?  PAR: Coop form, We can include a project consent?  PAR: Coop form, We can include a princin safety for 4 for asposse is provided which the specified interfame, if will be considered as a detail of consent. This will help ensure that the process is clear and anodes any artificipation.											
	PSIR: To summaries, we'll define what constitutes unreasonable withholding of consent with examples, specify a reasonable involvement for responding to consent requests, and include a solvation for register defearld for received as given within the finalments.  PNR: That is usuall's like a solid plan. If don't the revised terms incorporating these points and send term over the port revisus.											
26 Audit Rights	PSIR: Thanks, Alex. I appreciate your willingness to address these concerns. Looking forward to writering the revised term. PAR: Thank you, Sam. Left finalize these details and ensure everything is clear and fair for both parties. SR Good momins. Mark. Thanks for briting me today. We need to discuss the clisuse on Page 5. SR Good momins. Mark. Thanks for briting me today. We need to discuss the clisuse on Page 5.	The Dishibutor undertakes and										
	perfect.  Sit Good moning, Mark Thanks for pining me today. We need to discuss the classe on Page 5 importing access to account and mount. It specifies that the Distribute will allow the Suppler to the Page 5 importing access to account and mount. It specifies that the Distribute will allow the Suppler to the mount on perfect was strictly all to the classes. Our main concern in the marketion to only one happedron preyer, with was uncertained the enter to access, tellings to once your could be maderially, especially if them was replicated issues or concerns that arise now happedro to press, and access the special property and the special p	agress with the Supplier that at all forms during the Term it will "consided" allow the Supplier, on reasonable notice, access to its accounts and records relating to the sale or distribution of the Products for inspection but not more than once in each year. (Page 5)										
	SR I understand your concern. The Mention belief the serval field is to believe the Signifier's read for overlapt with the Distribution operational efficacing. However, with report to believe how we can address your concerns while marksteining a reasonable access provision. DR Cite option could be to allow address of impedicate of these ampsocific, authorities leaves or discognizions identified. For example, if a significant concern arises, the Distribution should be address to report to the control of the											
	SR Notway for additional impactions under specific consumers relate series. We could agree los a procession where, if either part of decrease a segrificate loss that ware are declined inspection. It can be required with appropriate judiciation. This ensures that both parties have for facilities and extractional series section consists.  DRT That a reasonable approach. We should also define what constitute a "substantial issue" to approach the series of the process have other others for requesting additional constraints.											
	SR Onthing a substantial issue will help colerly the process. We might peoply that a substantial sour could frovel septiment descriptions in sales records, evidence of breach of contract, or any other major concerns that repect the agreement's performance.  OR Agreed Addressity, we should consider speaking the anotice period for the requesting an impaction. The clause conventy mentions "insuconative rodice," but defining this more clearly will halp imaging a speciations.											
	note transque applications.  SPA Actions recold precision as years and seem of the property as set notice period, such as fifteen or their glow, to ensure both parties have adequable time to prospect for and occurrenciate the second of the property of th											
	SR: That sounds like a tair plan. I'll draft the revised terms reflecting these points and share them with you for review.  DR: Thanks, Rachel. I appreciate your featbility on this. I look forward to reviewing the updated											
27 Cocenant not t _ Release of C	forms.  Sign Thirds you, Mark, Lish's froidise three details to require both parties are well-covered.  Sign PMC Conforming, Devict I appropriate you taking the filter to do make the claims on Payer 1 in Conforming Confo	At no time during or after the Term of this Agreement shall a party challenge or assist others to challenge the other party's										
	PRIC Cool envirse, Jessics, I undestated the classe, Our primary contract in the broad expose of the prohibitory, procladed yearped season primary developed profiles of properly devoluted properly devoluted properly devoluted properly organized properly organized to provide the properly organized properly organized provides and properly organized provides and properly organized provides and properly organized properly organized provides and properly organized prop	Intellectual Property or the registration thereof or attempt to register any trademarks, marks or trade names confusingly similar to those or the other party. (Page 1)										
	PSIR: One concern is that the clause could be interpreted to prevent us from participating in legitimate legal actions related to our intellectual property. We might need some flexibility to address altuations where our rights are being infringed upon.											
	PACE, I understand. We want to avoid sometime where he clause could hinder sightment enforcement actions. A Perlaps we could show that the clause could hinder appear deline party from the country of the country of red done in a memory field develop understand the other party a IDF property spile, as being a IRS and FACE. That is a quick of the country of the clause application to challenges or registrations only in cases where they develop which the other party is indicated property, or its general with the Colessa. The two que can provide the registration for one IPS and the country of the country											
	PAR: Agreed. Additionally, we might include language that ensures neither party will use the clause to prevent or discourage legitimate legal action. This will help ensure that the clause is fair and doesn't insolventerly restrict the enforcement of valid intellictual properly include.											
	FIRS. That exists for as Wis-chald don-crass that my attempt to register containingly sheller between the safe which must be not written that so where the new the reduced in early the shallow only my state to set which the bounds of haz competition and inhelicitude properly law.  PARS. Datfields, bucklang language that extrass the competition and compliance with P law will help mental in classified and compliance with P law will help mental in Case (Wise and and all a provision shalling that the classe does not apply to actions share to comply which lang of deplaces to response to legal proceedings.											
	PBR: Sounds good. To summarize, we'll clarify that the clause down't matric legislmate exhorament of helikinchal property rights, sense, it down't discourage valid legal actions, and address fair competition and compliance with IP law.  PAR: Perfect. Till draft the revised terms based on our discussion and share them with you for mylex.											
	PSR: Thanks, Jessics. I apprecially your willingness to address these concerns. I look thread to reviewing the updated terms.  PAR: Thank you, David, Lefs finalize these details to ensure both parties are protected and the clause works fairly for everyone involved.											

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review.  PR: Thanks, Luxus. I approximate your famility I look throated to reviewing the updated dout.  CR: Thanks, you follow family have defailed be assured a down and the approximant by doth.	
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FIGIT. That sounds measurable. This should specify the bequaresy and formal of these reports to execute only. For exemple, quantity updates and could be a good mice. We could do not other the type of dimension for the best or headers of these reports.	
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PRO: Including a dispute metaldom mechanismis parudent. We could outline a process for securing oppose seased to the exploitation and to alrest Program Tecnology, possibly shoulding mediation are delicted Tecnology.	
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PAR Cookerf. Of dail the revisional form blassed or our discussion set of share there will year for revision.  PAR Thanks, Annabel, largeriscitin your ellingrams to address these concerns. Look forward to	
Newtoning the appeared once.  PMP: There is pare, Then Lief to finalize thread details the remove a clear and equilibrile approach for both parties.	

Number Section	Conversation	Clause	How many variables do you identify in the conversation	Do you need to write new sentences to sufficiently update	3. How many risks can you identify in the	4. What is the main risk you are	5. What is the main risk source for the main	6. What is the main proactive control for the main risk you	What is the probability for the main risk source you identified to occur from 1 (lowest) to 10(highest)? (Provide number from 1 to 10)	What is the main consequence for the main risk you	9. What is the main reactive control for the main risk you	10. What is the impact for the main risk source you identified to occur
31 License	TMR. Good morning, Miles. Fit glief or could mail to discuss the clause on Plags 23 regarding in locaring of Hosting Services. The clause greats Explained Title is May get for, one-exclusive locaries to use the "Intellige Services for they proposed providing" Windeade Services during the locaries to use the "Intellige Services" on the services of the services that the services of the locaries to use the "Intelligence" of the services of the services are in mails both of our mails. ITTR Coord morning, Service Services of the services of the services that the services of the TTR Coord morning, Service Services of the services of the services of the TTR Coord morning, Services of the services of the services of the services of the TTR Coord morning. Services of the services of the services of the services of the TTR Coord morning. Services of the services of the services of the services of the TTR Coord morning. Services of the services of the services of the TTR Coord morning. Services of the services of the services of the services of the TTR Coord morning. Services of the services of the services of the TTR Coord morning. Services of the services of the TTR Coord morning. Services of the services of the TTR Coord morning. Services of the TTR Coord morning. Services of the TTR Coord morning.	ne T-Mobile hereby grants ELEPHANT	to update the clause? (Provide number)	the clause with the identified variables? (Nes / No)	conversation and the clause? (Provide number)	able to identify? (Name risk)	risk you identified? (Name risk source)	identified? (Name proactive control)	from 1 (lowest) to 10(highest)? (Provide number from 1 to 10)	identified? (Name consequence)	identified? (Name reactive control)	from 1 (lowest) to 10(highest)? (Provide number from 1 to 10)
	Icensing of Hosting Services. The clause grants Elephant Talk a fully paid-up, non-exclusive license to use he Vosting Services for the purpose of providing its Wholessie Services during the term of the Agreement. To like to review this to make sure it meets both of our needs.	TALK a fully paid-up, non-exclusive licence to use the Hosting Services for the purpose of ELEPHANT										
	ETR: Good morning, Sarah. I appreciate the opportunity to discuss this. We understand the claus provides us with a license to use the Hosting Services, which is great. However, we have some concerns about the scope and the implications of the license being non-exclusive and fully paid-	TALK Wholesale Services during the term of this Agreement without										
	up.											
	TIMP: I see. The intent behind making the license non-exclusive and fully paid-up is to provide feedbilly for both parties. This means Elephare Talk can use the Hosting Services without additional costs and without netricious on T-folding sparting similar rights to other entities. But I to open to discussing how this might be adjusted to address your concerns.											
	ETR: One concern is that a non-exclusive license could mean we don't have assurance of priority or specific rights, especially if T-Mobile enters into similar agreements with competitions. We would like to ensure that the license provides us with sufficient rights to operate which											
	overlap or conflict.											
	TIMP: I understand your concern. While the non-exclusive nature of the license allows us to offer similar rights to others, we can discuss specific terms to give you more confidence in your usage. For instance, we could outline certain spectreason guarantees or service levels to ensure that your use of the Hosting Services is prontined and supported.											
	ETR: That would be helpful. Additionally, we need to clarify the duration of the term and any conditions that might affect our ability to use the Hosting Services throughout the term. If there an changes in the service or if the services are discontinued, we want to ensure that our usage is protocled.											
	changes in the service or if the services are discontinued, we want to ensure that our usage is protected.											
	TMR: We can definitely include provisions that outline the duration of the term and address any potential changes to the services. We can also apectly conditions under which the services might be discontinued and ensure that you have adequate notice and options if that occurs.											
	ETR: Another sepect to consider is the possibility of requiring T-Mobile to provide support or resinterance for the Mosting Services. Ensuring that there's a clear support mechanism in place will help us manage our operations amount by.											
	TMR: That's a good point. We can include support and maintenance obligations in the Agreement to ensure you receive the necessary assistance for the Hosting Services. This can include response times for support requests and maintenance achedules.											
	response times for support requests and maintenance schedules.  ETR: Great. To summarize, we'll address the scope of the non-exclusive license by specifying performance guarantees and service levels, clarify the item and conditions related to service changes, and include provisions for support and maintenance.											
	plantonated gladistates and service resets, care in the service of											
	FTT: Thorat Front I consider on all forms to address these consens that forms to											
	reviewing the updated draft.  TMR: Thank you, Mike. Let's finalize these details to ensure both parties have a clear and mutual	ly										
32 Liquidated Dam	ges CR: Good morning, David. I appreciate you taking the time to discuss the fee clause on Page 13 related to a Liquidity Event. The clause specifies that Company will pay JHU a fee equal to one	COMPANY will pay JHU a fee equal one percent (1%) of the Aggregate										
	wherever the equipment duty. The Third has been deathed to receive the profession as a claim and red makes the contract of the profession and the contract of	COMPANY, or the total amount received by stockholders of COMPANY, upon the occurrence of										
	JHU: Good morning, Rachell. Thanks for having this discussion. We understand the clause outline a one percent file based on the Aggregatic Consideration or total amount received by the stockholders during a Liquidity Event. However, we have some concerns about the darky of term	s a Liquidity Event. (Page 13)										
	and the calculation of the fee.  CR: Lunderstand your concerns. Let's clarify any ambiguities to ensure both parties are on the same page. What specific aspects of the clause would you like to address?											
	same page. Write species aspects or this clause vicious (ou as to address?  JRU: Firstly, we need to ensure that the definition of "Aggregate Consideration" is clearly cultimed it's important to aspectly what components are included in this total amount to avoid any confusion about what will be subject to the fee.											
	about what will be subject to the fise.  CR: That's a good point. We can provide a detailed definition of "Aggregate Consideration" to											
	CR: That's a good point. We can provide a detailed definition of "Aggregate Consideration" to include all relevant components such as cash, stock, and other forms of consideration received to the Company. This will ensure that there's no ambiguity in how the fee is calculated.  It is additionable, we should endow that the fee normant. The clause should smooth.											
	JRU: Additionally, we should address the liming of the fee payment. The clause should specify when the payment is due following a Liquidity Event to ensure there are no delays in transferring the fee to JRU.											
	CR: Agreed. We can include a provision that sets a specific timeframe for the payment of the fee after the occumence of a Liquidity Event. This could be, for example, within thirty days of the even	4										
	JHU: Another concern is the treatment of different types of Liquidity Events. We need to ensure that the clause covers various scenarios, such as mergers, acquisitions, or public offerings, and that the fee is applicable in all relevant situations.											
	CR: We can certainly address that. The clause can be revised to specify that it applies to all types of Liquidity Events, including energies, acquisitions, and public offerings. This will ensure that JHI, sources the agreed-upon the regardless of the type of Liquidity Event.											
	JHU: Lastly, we should consider including a provision for disputes or disagreements regarding the calculation of the fee. This could involve a mechanism for resolving any bases that arise in determining the amount of Aggregatic Consideration or the fee.											
	determining the amount of Aggregate Consideration or the fee.  CR Including a dispute resolution mechanism is a good idea. We could outline a process for addressing any disputes related to the calculation of the fee, such as mediation or arbitration, to ensure that any issues are resolved tailly.											
	ensure that any lasses are resolved tarly.  JHU: To summarize, we'll define "Aggregate Consideration" clearly, specify the timing of the fee payment, ensure the clease covers all types of Liquidity Events, and include a dispute resolution mechanism.											
	payment, ensure the clause covers all types of Liquidity Events, and include a dispute resolution mechanism.  CR: Perfect. I'll draft the revised terms based on these points and send them to you for review.											
	LIFE Persict. In cost the evision service cases on trace points and send them to you for review.  JIFE Thanks, Rachel, I appreciate your willingness to clarify these details. I look forward to evidening the updated draft.											
	CR: Thank you, David. Let's finalize these details to ensure a clear and equitable agreement for											
33 Minimum Commitment	both parties.  MRC Good monting, John. Thanks for meeting with me today, I wanted to discuss the clause on Page 3 regarding the minimum purchase order amount. It currently states that the Distributor's single purchase order amount shall be a minimum of five units. I'd like to ensure this works for bo	The Distributor, Ada single purchase order amount shall be a minimum of the five units. (Page 3)										
	aides.  DR: Good morning, Lisa: I see the clause. While I undentand the need for a minimum order quantity, we have some concerns about the five-unit minimum. Our current demand and inventor management processes might not always alsy with that quantity.											
	quantity, we have some conditions about we wre-this find and the condition and condition on our management processes might not always align with that quantity.  MR: I understand. The five-unit minimum is intended to streamline production and looistics on our processes.											
	MP: I understand. The five-unit minimum is intended to streamline production and logistics on our end. However, we can discuss how this might be adjusted to better fit your needs. What sort of minimum quantity would work better for you?											
	DR: Ideally, we'd like to start with a lower minimum, perhaps two or three units. This would allow us more fissibility, especially when we've testing new products or managing smaller inventory lums.											
	MR: I see. Lowering the minimum could help you manage your inventory better, but it might impa- our production efficiency and increase costs. To balance this, we could explore options like texel entimums, when the minimum quantity states lower and increases as your order volume grows.	4										
	DR: That could be a viable solution. If we could start with a minimum of two units and then move five units as our order volume increases, it would provide us with the flexibility we need while also accommodating your production needs.	io i										
	accommodating your production needs.  MR: That sounds reasonable. We could also include a clause that allows for periodic review of the initiatum order quantity based on your sales data and inventory tumover. This way, we can adjust the terms as needed to better align with your requirements.											
	DR: I appreciate that. Additionally, we should discuss any potential implications of having a lower minimum on picing or discounts. Would there be adjustments to pricing based on the lower minimum order quantity?											
	MP: Lower order quantities could impact pricing due to economies of acule, so there might be a small adjustment. We can provide details on how pricing might change based on different order quantities, so you can make an informed decision.											
	DR: Understood. To summarize, we'll consider a starting minimum of two units with a possible increase to five units as our order volume gross. Will also include a review clause to adjust the minimum an needed and discuss any princing adjustment railade to order quantity changes.											
	MR: Perfect. III chaft a proposal incorporating these points and send it over for your review.  DR: Thanks, Liss. I appreciate your flexibility on this. I look forward to reviewing the updated											
	MILL.											
34 Most Favored N	IBIT Thesis you, Jehn Tri gild will could find a soldient that works by their particle.  AR Good memory Laura. Threads to conside you is decased the classes on Page 7 regarding the particle, provided that for cut-C license shall be greated on them more the broadside than those other particle, provided that for cut-C license shall be greated on them more thousable than those other particle, provided that for cut-C license shall be greated on them more thousable than those other particle. AR Cooff morning, Emma Lapproximal that opportunity to grove this. While the classes misses are in example greates, where were concerns about hot in right report our ability to peoplate is licensing terms with this departicle. Specifically, we want to examine that the process is teacher cough or about a temporal to make opportunity.	The grant of licenses to any third parties shall be the prerogative of dithe Board provided that no such										
	to the memoers of the Party. I'd like to clarify how this will work in practice.  B-R: Good morning, Emms. I appreciate the opportunity to go over this. While the clause makes sense in example for the property and present	scenes shall be granted at terms more favorable to the third party than were offered to the member(s) of such Party (Press 7)										
	regotate licensing terms, we never more uncontents about now in regrit impact our ability to regotate licensing terms with third parties. Specifically, we want to ensure that the process is flexible enough to allow us to respond to market opportunities.											
	A-R: I understand your concern. The intention behind this clause is to maintain fairness and consistency, ensuring that no third party gets more advantageous terms than the Party members. However, we can discuss how to make this process more feedbe to accommodate market conditions.											
	conditions.  B-R: That would be helpful. For instance, we need to ensure that the clause does not unduly restrict our ability to offic competitive terms to potential licenses. Could we include a provision that allows for some discretion in engolisting terms based on market Cyramics?											
	had allow for some discretion in negotiating terms based on market dynamics?  A.R. We can consider including a mechanism for flexibility. For example, we might need to											
	A-R: We can consider including a mechanism for flexibility. For example, we might outline scenarios where the Board can grant licenses on terms that are reasonably competitive and aligned with market conditions, while atil ensuring that the terms are not more favorable than those offered to Party members.											
	B-R: Another consideration is the review process. We need clarity on how the Board will neview and approve the terms of liceness granted to third parties. An efficient process will help avoid delays and ensure timely responses to licensing opportunities.											
	ceasys and ensure oreary responses to scenaring opportunities.  A.R. Agreed. We could define a clear review and approvel process within the clause. This might include specific timelines for the Board to review and approve terms and guidelines to expedite the process when necessary.											
	process when necessary:  D-R: Lastly, we should discuss the transparency of the terms offered to third parties. It would be beneficial to include provisions that require the Board to provide detailed information about the terms of third court locates to Party members, required temporary and considerancy and considerancy.											
	A-R: That's a good point. We can include a requirement for the Board to disclose the terms of third-party licenses to Party members, ensuring that everyone is aware of the terms and can address any concerns regarding falmess.											
	B.P.: To summarize, we'll look at adding flexibility for market conditions, define a clear review process for locening terms, and ensure transparency signating the terms offered to third parties.  A.D. Porton March 1996 and 1997 defined to the condition of the											
	A-R: Sounds like a solid plan. I'll draft a revised clause incorporating these elements and send it over for your review.  B-D: Thanks Emma. I appropriate your selforces to address these noints. I look forward to seal											
	B-R: Thanks, Erms. I appreciate your willingness to address these points. I look forward to seek the updated draft.  A D: Thanks, Erms. I appreciate your willingness to address these points. I look forward to seek	•										

Number Section	Conversation	Clause	How many variables do you identify in the conversation to update the clause? (Provide number)	2. Do you need to write new sentences to sufficiently update the clause with the identified variables? (Nes / No)	3. How many risks can you identify in the conversation and the clause? (Provide number)	What is the main risk you are able to identify? (Name risk)	5. What is the main risk source for the main risk you identified? (Name risk source)	What is the main proactive control for the main risk you identified? (Name proactive control)	7. What is the probability for the main risk source you identified to occur from 1 (lowest) to 10/highest/? (Provide number from 1 to 10)	8. What is the main consequence for the main risk yo identifed? (Name consequence)	u 9. What is the main reactive control for the main risk you identified? (Name reactive control)	10. What is the impact for the main risk source you identified to occur from 1 (lowest) to 10(highest)? (Provide number from 1 to 10)
35 No Solicit of	RR: Good morning, Mark Thanks for joining me today. I wanted to discuss the non-solicitation rises on Payer 3 and 4. It includes provisions that pullbar Dahlang non-PA-415 and and a solicitation of the payer 3 and 4. It includes provisions that pullbar Dahlang non-PA-415 and and a solicitation of the payer 3 and 4. It includes provisions that pullbar Dahlang non-PA-415 and a solicitation of the payer 3 and 4. It includes provisions that pullbar Dahlang non-PA-415 and a solicitation of the payer 3 and 4. It includes provisions that pullbar Dahlang non-PA-415 and a solicitation of the payer 3 and 4. It includes provisions that pullbar Dahlang non-PA-415 and a solicitation of the payer 3 and 4. It includes provisions that pullbar Dahlang non-PA-415 and a solicitation of the payer 3 and 4. It includes provisions that pullbar Dahlang non-PA-415 and a solicitation of the payer 3 and 4. It includes provisions that pullbar Dahlang non-PA-415 and a solicitation of the payer 3 and 4. It includes provisions that pullbar Dahlang non-PA-415 and a solicitation of the payer 3 and 4. It includes provisions that pullbar Dahlang non-PA-415 and a solicitation of the payer 3 and 4. It includes provisions that pullbar Dahlang non-PA-415 and a solicitation of the payer 3 and 4. It includes provisions that pullbar non-PA-415 and a solicitation of the payer 3 and 4. It includes provisions that pullbar non-PA-415 and a solicitation of the payer 3 and 4. It includes provisions that pullbar non-PA-415 and a solicitation of the payer 3 and 4. It includes provisions that pullbar non-PA-415 and a solicitation of the payer 3 and 4. It is not payer 3	Turther, during the Non- Commetting Darlord Business should										
Linguigen	RR: Good morning, Mark. Thanks for joining me today, I wanted to discuss the non-solicitation classe on Pages 3 and 4. It includes provisions that neither Rubicon nor ISA-will solicit each other's employees or employees of clients during the Non-Competition Period. Let's go over this to nake sure it works for both sides.	ond solicit any employee of ISA or any employee of any ISA Client. (Pages 3-4)										
		Further, during the Non-Competition Period, ISA shall not solicit any employee of Rubicon or any employee of any Rubicon Client.										
	RR: I understand your concerns. The intent is to prevent direct recruitment or approaches that night lead to employees leaving their current positions. However, I agree that we should clarify what constitute solicitation to avoid any ambiguity.	employee of Rubicon or any employee of any Rubicon Client. (Page 4)*										
	ISA.D: That would be height.) For example, we need to define whether "entire" invivies all forms											
	of direct and indirect communication, or if it only covers more formal recruitment efforts. Additionally, we should consider how this might affect routine networking or industry events where employees from both parties might interact.											
	RR: Good points. We could specify that "solici" means direct recruitment efforts, such as offering employment or making formal approaches, rather than incidental or casual interactions. This should help in differentiating between genuine solicitation and routine professional networking.											
	ISAR: That's a reasonable approach. Another concern is the duration of the Non-Competition Period. We need to ensure it is long enough to be effective but also fair and manageable for both parties. What is Rubicon's view on the duration?											
	RR: The current duration was intended to balance protection with practically. However, we can discuss adjusting it if needed. For example, if there's a way to align the duration more closely with the length of typical ron-compete clauses in our industry, it night be a fair comprenies.											
	ISA-R: That sounds fair. Also, let's consider to insect on employees who might have been approached before the Non-Competition Period begins. We need to clarify that if an employee has already been approached before the start of the period, they'ns not restricted by these terms.											
	already been approached before the start of the period, they're not restricted by these terms.  RR: Agreed. We should include a provision to address pre-estating solicitations. This way, any cegoing discussions or occult											
	ongoing discussions or necruitment assempts that stated before the inco-competition in enco would not be subject to these set strictions.  ISA-R: Lastly, we should outline a process for resolving disputes related to this clause. If there's a											
	disagreement about whether a solicitation has occurred, having a clear dispute resolution mechanism will help manage such situations.											
	RR: Absolutely. We can add a dispute resolution process, such as mediation or arbitration, to handle any disagreements that arise from the enforcement of these non-solicitation terms.											
	ISA-R: To summarize, we'll clarify the definition of "solicit," consider adjusting the Non-Competition Period's duration, address pre-essiting solicitations, and include a dispute resolution mechanism. RR: Traft's a solid plan. If draft the necessary revisions to the clause based on our discussion and send if over for your review.											
	ISA-R: Thanks, Jane. I appreciate the constructive discussion. I look forward to reviewing the											
35 Non	updated clause.  RR: Thank you, Mark. I'm confident we'll finalize terms that are fair and workable for both parties.											
36 Non Disparangement	operate Count.  The Standard Section S	r ranchises shall not do anything or suffer anything to be done which may adversely affect any rights of Drambians in and in you Exemption										
	FCR: Good morning, Anna. Yes, Tve reviewed the clause. While I understand the importance of protecting the Franchisch's rights and reputation, Tm concerned about the broad scope of the	Property, or any registrations thereof or which, directly or indirectly, may *omitted* disparage										
	language. The phrase "shall not do anything or suffer anything to be done" seems quite broad and could potentially reshrict standard business processor even everyday operational decisions.	or detract from Franchisor,Adis reputation. (Page 4)										
	FR: I see your point. The intention is to protect the Franchisor's intellectual property and reputation, but we don't want to place unresecrable constraints on your operations. Could you provide some examples of how this clause might intenties with your business activities?											
	FCR: Certainly, For instance, if we were to receive negative feedback from customers or face any public relations issues, the broad language could imply that we're responsible for managing or mitigating these issues to world any potential adverse effects on the Franchisor's reputation. This could be quite challenging, especially if the issues are custide our control.											
	FR: That's a valid concern. The clause is intended to prevent intentional actions that harm the Franchisor's rights or reputation. However, it should not impose undue burdens on you for shaalions beyond your control. Ferhapte we can appearly that the clause applies primarily to actions directly taken by the Franchisee or any deliberate actions, rather than unintended or uncontrollable.											
	FCR: That would help. Additionally, it would be useful to clarify what constitutes actions that "directly or indirectly" affect the Franchisor's reputation. We need to ensure that everyday operational decisions and necessary business adjustments are not unfairly scrutinized.											
	operational decisions and necessary business adjustments are not unfairly accutinized.  FPC Agreed. We could define the scope of "directly or indirectly" in more specific terms, perhaps focusing on intentional scit or regispence softer than incidental impacts. This way, routine business operations are not all facilitied by the dissue.											
	business operations are not affected by the clause.  FCR: Another point to consider is the mechanism for handling disputes related to this clause. In											
	FCR: Another point to consider is the mechanism for handling disputes related to this clause. In the event of a disagreement about whether an action has adversely affected the Franchison's rights or reputation, a clear process for resolving these disputes would be helpful.											
	FIR: That's a good idea. We can include a dispute resolution process to address any concerns or disagreements about the interpretation and application of this clause. This might involve mediation or a formal review process.											
	FCR: To summarize, we'll look at narrowing the scope of the clause to focus on intentional actions or regigence, clarify what constitutes an adverse effect, and include a dispute resolution mechanism to handle any disagreements.											
	FR: Sounds like a plan. I'll draft some revisions to the clause based on our discussion and send it over for your review.											
	FCR: Thanks, Anna. I appreciate your willingness to address these points. I look forward to reviewing the updated terms.											
37 Post-Termination Services	FR: Thank you, David. I'm confident we'll reach an agreement that works well for both parties.  KR: Good afternoon, Michael. Thanks for joining the call. I'd like to discuss the clauses on Page 8 and Page 10, specifiedly regarding how we handle apparent or hidden defects in the Product and the disposition of any remaining slock.	"In the event of Product which Kilov claims have Apparent Defects or										
	DR: Good afternoon, Sarah. I'm happy to go over these points. What are your main concerns?	up to thirty (30) Working Days after receipt of the samples to show that										
	KR. The first issue is the 3D-working-day period that Discost has to demonstrate that the Product in question meets the apportionations after we claim defects. While we understand the need or a thorough investigation, we teel that 3D working days registle be to long, aspectally in cases where the Product is critical to our supply chain. This delay could affect our shifty to meet customer demands.	se r-vouct in question meets the Specifications ("Period"). (Page 8) Kitov shall be entitled to sell or										
	the Product is critical to our supply chain. This delay could affect our ability to meet customer demands.  DR: I understand your concern, but the 30-working-day period is necessary for us to conduct a commendative analysis, especially when hidden defects are involved. We need time to perform all	and the same of the same of										
	the recessary tests and quality checks to ensure that the Product either meets the specifications or to identify any issues accurately.											
	KR: We appreciate the need for a thorough investigation, but could we explore ways to expedite the process, perhaps with a phased appreach? For example, if a preliminary review within the first Sworking days shows significant evidence that the Product may not meet the specifications, we could consider faster corrective action. This would help us minimize potential disruptions.											
	DDR: A phased approach could be workable. If the initial assessment indicates a probable defect, we could prioritize the lesting and potentially shorten the full swives period. However, we would still need the option to use the full 30 days in complex cases. How about we commit to providing a peliminary appear within the Fart II Sverking days."											
	VD. That are not account to Many according the above on Dans AD Wheels shall be not as											
	Ohminise dispose of remaining stock until the end of the inventory's shall fill, we are concerned about the potential reputational risks it the Product with identified defects is still in the market. We would like to ensure that any remaining about its clearly identified as meeting the specifications before we proceed with sales.											
	DR: I can see how selling defective stock could pose rake. We could agree that any remaining stock will be subjected to additional checks by both parties better being released for sale. If the Product passes these checks, Klove could then sell it without concerns.											
	KP: That's a good approach. We just want to make sure that any Product we sell maintains our quality standards and customer that Another point—if the additional checks reveal defects, we should discuss how to handle those products. Would Descel be open to recalling or repurchasing defective inventory?											
	DR: Yes, if the additional checks reveal defects, Dexcel would take responsibility. We can agree to either secal or repurchase the defective stock. Of course, his would only apply to stock that falls											
	the agreed-upon checks after the defect claim.  KR: Excellent. So, to summarize, we'll aim for a preliminary assessment within 15 working days for defect claims, with the full 30-day periods available if needed. For the remaining shock, we'll conduct additional checks before any sales, and Dexcell all handle recall or respectivase if detects are											
	found.											
	DR: That summary captures our discussion well. I'll draft an internal summary of our agreed points and send if over to you for review. Once we've aligned, we can formalize these changes in the contract.											
	KR: Perfect. Thanks for the productive discussion, Michael. I look forward to seeing the draft.  DR: Thank you, Sarah. I'm glad we could find common ground. I'll be in touch shortly.											
	Live. Training you, James. I'm gala we could find common ground. I'd be in touch shortly.											

Number Section	Convenation	Clause	How many variables do you identify in the conversation to update the clause? (Provide number)	2. Do you need to write new sentences to sufficiently update the clause with the identified variables? (Yes / No.)	te 3. How many risks can you identify in the conversation and the clause? (Provide number)	What is the main risk you are able to identify? (Name risk)	5. What is the main risk source for the main risk you identified? (Name risk source)	What is the main proactive control for the main risk yo identified? (Name proactive control)	What is the probability for the main risk source you identified to oc from 1 (lowest) to 10(highest)? (Provide number from 1 to 10)	auf 8. What is the main consequence for the main identified? (Name consequence)	risk you 9. What is the main reactive control for the main risk you identified? (Name reactive control)	10. What is the impact for the main risk source you identified to occur from 1 (lowest) to 10(highest)? (Provide number from 1 to 10)
38 Price Restriction	Emily Carter (SP): Robert, thanks for taking the time to meet today. I understand you have some concerns recarding the fee structure, specifically the use fees and the service chances for	The Use Fees shall remain the same as in the Initial Period and the										
	Ently Caster (ET) Ristert thesis for labels on the mast being 1 undershoot, you have accream supported by the sethicities, expecifically the use less and the service charges for additional journals and data strong, expecifically the use fees and the service charges for additional journals and data strong in, Ently, Wivin generally audited with the services, but we've noticed that the less shoulders, particularly for additional journals and the per-giptoyle charges, register access regulaters are vegitar for expecting.	tee for the Services shall not exceed \$7000 for additional journals, \$2000 maintenance fee or existing journals and \$2000 per										
	changes, might need some adjustments as we plan for expansion.  SP: Fir glad to hear you've satisfied overall. Left due into the specifics. The clause currently states that the use fees will enreal the sume as in the initial period, with a cap of \$7,000 for	Gigabyte. (Page 6)										
	additional journals, a \$2,000 maintenance fee on existing journals, and \$2,000 per gigabyte for data storage. What adjustments are you thinking of?											
	C: We're planning to add several new journals over the next year, which could push us close to first \$7,000 cap quickly. We're concerned that the per-glaphyle alrosage the could add up significantly a well, especially a											
	SP: I undentand. One option could be to introduce a tiered pricing structure for the additional journals and strongs fees. For example, if the number of additional journals exceeds a certain threshold, we could refuce the per-journal cost. Similarly, we could offer a discount on the per-journal cost. Similarly, we could offer a discount on the per-journal cost. Similarly, we											
	C: A lisred structure could work, but we'd need clarify on what those thresholds would be. Also, given the amount of content we plan to host, we'd like to explore a fail-rate model for data storage nated of the per-gipshyle fee. This would give us more predictability in our budgeting.											
	SP: A flat-rate model is definitely something we can discuss. How much data are you anticipating needing over the next year?											
	C: We estimate around 5 to 7 terabytes of additional data, especially as we integrate more multimedia content into our journals. A flat rate for anything up to 10 terabytes would give us some breathing room for growth.											
	SP: That's height confest. We could propose a flat rate for up to 10 tensbytes, and if you exceed that, we could then revert to a reduced per-gipalyte fee. This way, you get the predictability you need while still allowing facility for future expansion.											
	C: That sounds like a fair compromise. How about the fees for additional journals? Could we look at reducing that \$7,000 cap or providing a discount if we add a significant number of journals?											
	SP: We could reduce the per-journal cost once you surpass a certain number of additional journals, say 10. For example, the fee per journal could decrease by 10% for each additional journal beyond the first 10. This way, the more you add, the more cost-effective it becomes.											
	C: That's a good approach. I also want to make sure the \$2,000 maintenance fee on existing purnals remains usabled. Could see the that the to specific maintenance services or consider educing it as part of a long-term participating?											
	SP: We could certainly outline the specific maintenance services covered by the fee, so it's clear what you're paying for. If the volume of maintenance decreases over time, we could revisit the fee and consider an adjustment in your two.											
	C: That's reassuring, So, to recap, we're looking at a flat-rate model for data storage up to 10 terabytes, a tiesed fee structure for additional journals with a discount after the first 10, and a possible reduction in the ranintenance fee based on service levels.											
	SP: Correct. I'll draft these proposed changes for you to review, and we can then finalize the details in the contract. I'm confident we can reach an agreement that works well for both sides.											
39 Revenue-Profit	C: Thanks, Emily. I appreciate your flexibility on this. Let's get those details worked out and move forward. Sarah Noosk (Vyers): John, flanks for meeting with us loday. We've reviewed the regally clause,	Vyera shall pay to CytoDyn royalties										
Sharing	and while we understand the rationale behind the 50% sysalty on Net Sales, we have some concerns about the financial impact, particularly after the 50% Down Date.  John Murphy (CyloDyn): I appreciate you bringing this up, Sarath. The 50% noyalty is designed to	equal to fifty percent (50%) of Net Sales of Licensed Products in the Territory during the Royalty Territore provided that, after the										
	reflect the value of the Licensed Products in the Territory during the initial phase of the Royalty Term. We believe it is a fair reflection of the potential revenue generation and the investment we've put into the development.	Step-Down Date, the royalty percentage will be reduced to [""] of Net Sales of Licensed Products in the Territory throughout the										
	Named:  Standing of Spanish Spanish Standing of the badge from a makes the supplication of the Spanish Spanish Spanish Spanish Standing of the Spanish	remaining period in the Royalty Term. (Page 21)										
	John (CylicDyn): I understand where you're coming from However, the Step-Down Date already incorporates a reduced percentage, which we flought would address any convintum in market performance. The reduction is designed to ease the burden on Vyers while still ensuring that CylicDyn is faitly compensated for the confirmed use of our Licensed Product.											
	Samh (Vyers): The reduction is appreciated, but we're looking for more predictability and falmess as we move into that later stage. What we propose is tying the post-Step-Cown reyally percentages to specific sales thresholds. For example, if Net Sales drop below a certain figure, the royally rate could docrease accordingly.											
	John (CytcDyn): A performance-based royalty situicure is an interesting idea. However, we'd need to ensure that the thresholds are realistic and reflective of market expectations. We wouldn't want to set them too low, which could undermine the value of the royalities we've agreed upon.											
	Samh (Vyers): Agreed. We're open to setting these thresholds in a way that reflects actual market conditions while also taking into account potential market challenges. Another option we've considered in implementing a gradual slep-down rather than a fixed percentage after the Step- Down Date, which could better align with market performance.											
	John (CytoDyn): A gradual step-fown could work, but we'd need to define the parameters clearly. For instance, we could agree on specific percentages for each subsequent year after the Step- Down Date, depending on the projected sales trajectory.											
	Santh (Vyers): That sounds reasonable. We could establish a baseline percentage decrease each year, with adjustments based on sales performance. For instance, if sales fall below a set threshold, the reduction could be more significant, whereas if sales are stable, the decrease could											
	John (F <sub>2</sub> (CO <sub>2</sub> )) 18-bit with on the same page, afth datases potential percenting crops and dates (behalford, With word or manus that any reduction still incordinates Vyers to maximize sales, while also predicting CyliCO <sub>2</sub> (n) long-time reterests. Santh (Yyers): Exactly Win're committed to making this perterently work for both of as. If we can percent the probability of the regular practice paid-time-power, with confident and the mutually benefit also framed by the regular practice paid-time-power, with a confident and the mutually benefit also framed by the regular practice paid-time-power.											
	John (CybcDyn): I'm optimistic we can find common ground here. Let's get our teams to model a few scorarios, and we can reconsers to finalize the details. Will don't a few options for the royally also plooms shrucker beared on body of idencesion and share ferm with you. Sarsh (Vyera): That sounds like a plan. Thanks for being open to these discussions, John. We're	,										
40 ROFRION	both sides. Lisa Martin (PharmaCorp): Dr. Smith, thank you for joining us today. We've reviewed the clause concerning your consideration as the principal investigator for our upcoming clinical studies. We	Richard Smith, MD will be given first consideration as a principal										
	Association is a similar desirable and produced as a final series of the size	investigator for all new Product or Product-related clinical studies, in addition to other sites provided final site selection will be based on the best interest of the Project. (Page 5										
	consideration" will be interpreted and applied by practice.  Lika (Pharmacopy): That's a taip point, "That consideration" means that your alse will be given priorly during the selection process. Well review your credentals, resources, and previous performance before evaluating other process. The resource of the performance before evaluating other performance before evaluating other performance before evaluating other and considerations telectors, such as patient population, alse readment, and logistical support, which night occasionally level area other size.											
	various factors, such as patient population, also readiness, and logistical support, which night occasionally from another also.  D. Somiti (Brassach Instituto) I understined the need for fleability is also selection, but of the norwe assurances. Given my helious with Pharmacopy opicials, I want to exame that Tint consideration" and just a brevally. Could we establish some oriented for benchmarks that would outline how this consideration, with opicically implemented 7 for exemple, what specific factors.											
	would lead to selecting a different site over mine?											
	Liss (PharmaCorp): We can certainly outline some of the key factors that would be considered. We could include specific metrics like enrollment speed, patient reteriors rates, and the ability to meet project timelines. Your also would need to meet these metrics to maintain priority status. If another site is stronger in these areas for a particular study, that could influence the final decision.											
	Dr. Smith (Research Institute): That sounds reasonable, but i'd also like to discuss the evaluation process. Can we agree that if my site meets the outlined criteria, we'll have a formal review before considering other sites? This way, there's a transparent process and I'm informed early if there's a risk of not being selected.											
	Liss (Pharmacorp): A formal eview is something we can accommodate. We could set up a pre- selection meeting where we discuss your site's performance against the criteria. If any areas need improvement, we'll address them before making the final site selection.											
	Improvement, we'll address them before making the final site silection.  Dr. Smith (Pleaseurch Institute): That would provide the transparency fire looking for. I'd also suggest including a clause that if my also lan't selected, PharmaCorp provides feedback on the discision. This feedback loop would help us understand any gups and improve our chances for future studies.											
	decision. This feedback loop would help us undentand any gaps and improve our chances for Mains studies.  Lias (PharmaCorp): Providing feedback is a great idea. We want this to be a collaborative process where we both learn and grow from each project. Wit is comen to giving detailed feedback if your site int choses, and we can include that in this agreement.											
	www.www.www.anc.grow.tom.excr.project, sive it comms to giving detailed feedback if your site lant i chosen, and we can include that in the agreement.  Dit Smith (Research Institute): That acounds fair. One last point—I'd like to clarify the term "best											
	Dt. Smith (Pleasauch Institute): That sounds fair. One last point—Id like to clarify the term "best interest of the Project" While I understand this covers a range of factors, could we agree on a few lary elements that will define what's in the project's best interest? This could help avoid any ambiguity down the line.											
	Liss (PharmaCorp): Absolutely. We can define "best interest of the Project" by outlining core factors such as patient demographics, geographical considerations, regulatory requirements, and any specific project goals like speed to market or focus on a particular population group. This way, everyone understands the priorities guiding the final selection.											
	Dr. Smith (Research Institute): That provides the clarity I was looking for. With these adjustments, I'm combristile with the clause. I appreciate your willingness to refine the language and the process.											
	process.  Lias (PharmaCorp): We've glad to work with you on this, Dr. Smith. Let's get these adjustments drafted and finalise the agreement. We've looking forward to a successful collaboration on the											
	upcoming studies.  Dr. Smith (Research Institute): Likewise, Lisa. Thank you for your undentanding and cooperation. I'm scotled to continue our partnership and contribute to the success of these projects.											

unber Section		Clause	How many variables do you identify in the conversation to update the clause? (Provide number)	Do you need to write new sentences to sufficiently update the clause with the identified variables? (firs / No)	How many risks can you identify in the conversation and the clause? (Provide number)	What is the main risk you are able to identify? (Name risk)	What is the main risk source for the main risk you identifed? (Name risk source)	What is the main proactive control for the main risk you identified? (Name proactive control)	<ol> <li>What is the probability for the main risk source you identified to occur from 1 (lowest) to 10(highest)? (Provide number from 1 to 10)</li> </ol>	What is the main consequence for the main risk you identified? (Name consequence)	What is the main reactive control for the main risk you identified? (Name reactive control)	10. What is the impact for the main risk source you identified to occur from 1 (lowest) to 10(highest)? (Provide number from 1 to 10)
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42 Termination for	Sarsh (TechCorp): I think that would provide the clarity and fairness win'te looking for. With these adjustments, win's combristion moving throate with the clause sall stands. Let's have our legal teams incorporate these changes and finalize the agreement.  Mark (DZY Acreed. I accendate voor collaborative accreach, Sarsh Let's ensure our teams work	This Agreement may be terminated										
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44 Chospped Clabilly	Early Both Decided School (1994). The control is all in the school of the school (1994) and the control is all in the school of the school (1994) and the control is all in the school (1994) and the control is all in the school (1994) and the control is all in the school (1994) and the											

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50 Cap on Lability	Also delicated primoral fields in T. East, a series of allocate in information information grows, sequencing the grant and sequences are considered to the companion of a	WHETHER FORESEEARLS OR SELECTED THE ALGORITHMS. OF SELECTED TO THE ALGORITHMS. (Page 19)										
	Sara (Future/Valon): You'll have it shortly. Alex.											