

The CYNERSA Record

Governed contract review: findings, decisions, and record

SAMPLE RECORD · ILLUSTRATIVE · FICTIONAL PARTIES AND CLAUSES

DOCUMENT	Master Services Agreement, "Brightline Cloud Services" (vendor) and "Harbor Street Productions" (client). Fictional sample created to illustrate the Record format. No real agreement, company, or person is represented.
CONTRACT TYPE	Vendor / Supplier Agreement (SaaS-delivered services). Playbook: CYNERSA Vendor & Supplier, Volume 1, v1.2
REVIEWING FOR	The client (buyer side). Governing law: Georgia. Vendor will touch: business data and customer personal information. Business dependence: critical. Alternatives: few.
REVIEWER	Senior Contract Reviewer, CYNERSA, Inc.
REVIEW OPENED / SEALED	September 29, 2026, 6:04 AM ET / September 29, 2026, 7:41 AM ET

11
FINDINGS

3 / 5 / 3
HIGH / MEDIUM / LOW

11
REVIEWER DECISIONS

2
ESCALATED TO COUNSEL

Findings and decisions

Every finding cites the clause it came from. Every finding carries a human decision. The record shows both. Where the Record was less certain, it says so, and the reviewer looked there first.

HIGH

1. Limitation of liability caps vendor exposure near zero

confidence 0.94

CLAUSE CITED: SECTION 12.2, PAGE 9

"In no event shall Provider's aggregate liability arising out of or related to this Agreement exceed the greater of (a) one hundred dollars (\$100) or (b) the fees paid by Customer in the thirty (30) days preceding the event giving rise to the claim."

WHAT IT MEANS

If the vendor loses your data or its service fails, the most it owes you is \$100 or about one month of fees. Your actual exposure (lost production days, client penalties, notification costs) is far higher. The playbook expects a cap of at least twelve months of fees for a critical vendor, with data breach and confidentiality carved out.

ACCEPTED · ESCALATED

Reviewer, 6:22 AM. Note: escalate to counsel before any signature. Point to raise: twelve-month cap with carve-outs for data breach, confidentiality, and indemnified claims.

HIGH 2. No data breach notification obligation

confidence 0.88

CLAUSE CITED: SECTION 9 (DATA SECURITY), PAGES 6 TO 7. PROVISION NOT FOUND.

[Missing clause. Section 9 addresses "commercially reasonable safeguards" and contains no notification timeline, no definition of security incident, and no cooperation duty.]

WHAT IT MEANS

The vendor will hold your customers' personal information and has no written duty to tell you if it is breached, or when. You cannot meet your own notification obligations if you do not know. The playbook expects notice within a defined period (commonly 48 to 72 hours), a definition of incident, and cooperation at the vendor's cost.

ACCEPTED · ESCALATED

Reviewer, 6:31 AM. Note: second counsel item. Point to raise: breach notice within 72 hours, incident definition, cooperation, and cost allocation.

HIGH 3. Auto-renewal with a 10-day cancellation window

confidence 0.97

CLAUSE CITED: SECTION 3.2, PAGE 3

"This Agreement shall automatically renew for successive twelve (12) month terms unless either party provides written notice of non-renewal no later than ten (10) days prior to the end of the then-current term."

WHAT IT MEANS

Miss a ten-day window and you owe another full year. For a three-year commitment this is the clause most likely to cost real money through simple inattention. The playbook expects 60 to 90 days' notice and a vendor reminder obligation.

ACCEPTED

Reviewer, 6:34 AM. Note: point to raise: 60-day window and a written renewal reminder from the vendor. Calendar entry recommended regardless of outcome.

MEDIUM 4. No termination for convenience

confidence 0.91

CLAUSE CITED: SECTION 13.1, PAGE 10

"Either party may terminate this Agreement upon written notice if the other party materially breaches this Agreement and fails to cure such breach within thirty (30) days."

WHAT IT MEANS

You can only leave if the vendor breaches. If the service simply stops fitting your needs, you are committed for the term. For a critical vendor with few alternatives this is a Medium rather than High finding because the term is twelve months; the reviewer may weigh it differently for longer terms.

ACCEPTED Reviewer, 6:37 AM.

MEDIUM 5. Unilateral price increase on renewal

confidence 0.83

CLAUSE CITED: SECTION 4.3, PAGE 4

"Provider may adjust the Fees for any Renewal Term by providing notice to Customer prior to the commencement of such Renewal Term."

WHAT IT MEANS

No cap, no minimum notice period, and the notice can arrive after your ten-day cancellation window has closed. Read with Finding 3, you could be locked into a renewal at a price you have not yet seen. The playbook expects a cap (commonly 3 to 5 percent or CPI) and notice before the non-renewal deadline.

EDITED Reviewer, 6:41 AM. Risk level raised from Medium to High because of the interaction with Finding 3. Original Medium preserved in the record. Point to raise: cap increases and require notice at least 30 days before the non-renewal deadline.

MEDIUM 6. Broad license to customer data for "service improvement"

confidence 0.79

CLAUSE CITED: SECTION 8.4, PAGE 6

"Customer grants Provider a perpetual, irrevocable, worldwide license to use Customer Data and derivatives thereof to operate, maintain, and improve the Services and Provider's other products."

WHAT IT MEANS

"Perpetual," "irrevocable," and "other products" together mean your data (and your customers' data) can be used indefinitely for things unrelated to your account, which may include training models. The playbook expects use limited to providing the service to you, ending when the agreement ends.

ACCEPTED Reviewer, 6:48 AM. Note: the Record was less certain here (0.79) because "derivatives" is undefined. Reviewed the full section manually; finding stands. Point to raise: limit use to providing the service, strike "other products," add no-training language.

MEDIUM 7. Indemnity runs one way

confidence 0.90

CLAUSE CITED: SECTION 11, PAGE 8

"Customer shall defend, indemnify, and hold harmless Provider from and against any claims arising out of Customer's use of the Services." [No reciprocal indemnity from Provider found.]

WHAT IT MEANS

You protect the vendor; the vendor does not protect you, including against claims that its software infringes someone else's IP. The playbook expects at least a vendor IP infringement indemnity.

ACCEPTED Reviewer, 6:52 AM.

MEDIUM 8. Service levels referenced but not attached

confidence 0.72

CLAUSE CITED: SECTION 5.1, PAGE 4

"Provider shall use commercially reasonable efforts to make the Services available in accordance with the Service Level Agreement set forth in Exhibit B." [Exhibit B is not included in the document provided.]

WHAT IT MEANS

The uptime commitment, credits, and support response times live in an exhibit you have not seen. The Record flagged this with lower confidence because the exhibit may exist separately; the reviewer confirmed it was not supplied.

ACCEPTED Reviewer, 6:55 AM. Note: request Exhibit B before signature; cannot assess SLA without it.

LOW 9. Assignment permitted to vendor's affiliates without consent

confidence 0.86

CLAUSE CITED: SECTION 16.2, PAGE 12

"Provider may assign this Agreement to any affiliate or to a successor in connection with a merger, acquisition, or sale of all or substantially all of its assets without Customer's consent."

WHAT IT MEANS

Common and usually acceptable, but it means your vendor could become a company you did not choose. Low because mutual assignment on change of control is market standard; worth knowing, not usually worth fighting.

ACCEPTED Reviewer, 6:57 AM.

LOW 10. Governing law and venue outside Georgia

confidence 0.95

CLAUSE CITED: SECTION 17.1, PAGE 12

"This Agreement shall be governed by the laws of the State of Delaware, and the parties consent to the exclusive jurisdiction of the state and federal courts located in Wilmington, Delaware."

WHAT IT MEANS

Any dispute happens on the vendor's home ground. Low for a vendor of this size; the cost of a Delaware dispute may still exceed the value of a small claim. Point to raise only if other items are being negotiated.

ACCEPTED Reviewer, 6:58 AM.

LOW 11. Possible duplicate confidentiality term

confidence 0.41

CLAUSE CITED: SECTION 10.3, PAGE 7 AND SECTION 10.5, PAGE 8

"...obligations under this Section 10 shall survive for three (3) years..." /
"...obligations with respect to trade secrets shall survive for so long as such information remains a trade secret."

WHAT IT MEANS

The Record flagged a possible conflict between survival periods with low confidence. On reading, the two clauses are complementary (general information three years; trade secrets indefinitely), which is standard.

REJECTED Reviewer, 7:02 AM. Reason: not a conflict; clauses are complementary and consistent with the playbook. Finding retained in the record as rejected so the reasoning is visible.

Points to raise with your attorney before signing

1. Liability cap (Section 12.2): twelve months of fees with carve-outs for data breach, confidentiality, and indemnified claims.
2. Data breach notification (Section 9): defined incident, 72-hour notice, cooperation at vendor cost.
3. Renewal mechanics (Sections 3.2 and 4.3): 60-day non-renewal window, vendor reminder, capped increases with notice before the window.
4. Data license (Section 8.4): limit to providing the service, strike "other products," add no-training language.
5. Indemnity (Section 11): add vendor IP infringement indemnity.
6. Exhibit B: obtain and review the Service Level Agreement before signature.

Record seal

Record ID	REC-2026-0929-0417 (sample)
Source document hash (SHA-256)	a3f1...9c4e (sample value; full hash on the sealed record)
Playbook / version	Vendor & Supplier, Volume 1 / v1.2
Model configuration / prompt version	cfg-2026.09.3 / vp-1.4 (provider-neutral identifiers)
Findings	11 generated. 9 accepted, 1 edited (original preserved), 1 rejected with reason, 2 escalated to counsel.
Decisions by	Senior Contract Reviewer, CYNERSA, Inc. All decisions timestamped. No finding sealed without a decision.
Sealed	September 29, 2026, 7:41 AM ET. Immutable after sealing; any later change is an addendum.

About this sample. This is an illustrative record built on CYNERSA's client report format to show what a finished review looks like. The parties, agreement, clause language, and timestamps are fictional. In a live review, every quotation is drawn from the client's actual document and anchored to its location.

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