

Contract Risk Finder

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DOCUMENT RELATIONSHIP SUMMARY

Uploaded documents and apparent role

Document	Purpose	Revision / Date	Apparent authority	Relationship / hierarchy evidenced
agreement.docx	Base services agreement for ongoing maintenance services between Acme Co (Client) and Bright Path Consulting (Supplier)	Revision not stated; effective date not stated in provided summary	Appears to be the primary contract instrument	No express precedence wording evidenced in the provided summary
amendment.pdf	Acme Co Service Agreement - Amendment 1 amending selected terms of the original service agreement	Amendment number stated; effective "from the date below", but date not provided in the summary	Appears to be a formal amending instrument to agreement.docx	Expressly states that all other terms of the original Service Agreement remain in full effect and are not affected by the amendment
deliverables.xlsx	Deliverables schedule / operational obligations table	Revision/date not stated	Operational schedule only; contractual incorporation is not evidenced in the uploaded summary	No precedence or incorporation language evidenced. Its contractual status versus agreement.docx / amendment.pdf is CANNOT VERIFY

Express document relationships established by the evidence

1. amendment.pdf explicitly amends the original service agreement and preserves all non-amended original terms.
2. No express incorporation of deliverables.xlsx into agreement.docx or amendment.pdf is evidenced in the uploaded material.
3. No order-of-precedence clause is evidenced across the uploaded summaries.

Consolidated baseline relevant to Contract Risk Finder

From the uploaded evidence, the following baseline is supported:

- **Contract term:** 12 months from the effective date, with automatic renewal unless notice is given (agreement.docx summary).
- **Termination / notice:** original notice period stated as 60 days; amendment.pdf revises this to 90 days' written notice, but the exact amended clause context is not provided.
- **Payment:** invoices payable within 30 days of receipt in agreement.docx, revised to 45 days of receipt in amendment.pdf.
- **Liability cap:** Supplier total liability capped at \$50,000 in any 12-month period in agreement.docx, revised to \$75,000 in amendment.pdf.
- **Support response:** agreement.docx requires acknowledgement of support requests within 4 business hours; deliverables.xlsx states a target of 2 business hours.
- **Recurring deliverables:**
monthly maintenance report, quarterly system health review, annual security audit (agreement.docx
) , with added detail in
deliverables.xlsx
:
 - Maintenance report delivered by the 5th working day
 - System health review includes performance benchmarking
 - Security audit includes third-party penetration test
- **Material gaps in evidence:** no effective date, execution date, governing law, indemnity wording, liability carve-outs, detailed acceptance criteria, or evidence of deliverables.xlsx incorporation.

Important missing references

- Executed version of agreement.docx
- Executed version of amendment.pdf, including signature and effective date
- Full clause text for liability, indemnity, termination and renewal
- Any schedule/incorporation wording linking deliverables.xlsx to the contract
- Any service level, acceptance, remedy, service credit, warranty or support schedule

EXECUTIVE SUMMARY

Total material findings: 7

- HIGH: 1
- MEDIUM: 5
- LOW: 1

Overall, the document set establishes a basic commercial baseline, but it is **not yet robust enough for final contractual reliance without further confirmation**. The principal concern is that the uploaded evidence does **not** establish the full liability and indemnity regime, nor does it confirm whether the operational deliverables schedule is contractually incorporated. There are also clear cross-document inconsistencies affecting support response commitments and security-audit scope.

HIGH findings

- CR-001: The full **indemnity and liability carve-out position cannot be verified** from the uploaded evidence. agreement.docx and amendment.pdf show capped liability figures, but no indemnity clauses, cap exclusions, or related carve-outs are provided. Actual exposure could therefore differ materially from the headline cap.

DETAILED REGISTER

ID	RISK	STATUS / TYPE	REQUIREMENT OR ISSUE	SOURCE REFERENCE(S)	FINDING	PRACTICAL IMPACT	RECOMMENDED ACTION	WHEN
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CR-001	HIGH	UNRESOLVED / LIABILITY & INDEMNITY	Full indemnity regime and any liability cap carve-outs must be known before reliance on the stated cap	agreement.docx summary: "Supplier's total liability... shall not exceed \$50,000 in any 12-month period"; amendment.pdf summary: liability increased to \$75,000 and all other terms remain in effect	CANNOT VERIFY whether indemnities exist, whether they are capped, or whether exclusions/carve-outs override the stated cap	Potentially material uncapped exposure despite the stated liability cap; legal/commercial position cannot be concluded from the uploaded evidence	Obtain the full executed agreement and amendment and review all liability, indemnity, exclusion and carve-out clauses	BEFORE CONTRACT AWARD
CR-002	MEDIUM	UNRESOLVED / PAYMENT	Operative invoice payment term must be confirmed	agreement.docx summary: invoices payable within 30 days of receipt; amendment.pdf summary: invoices now payable within 45 days of receipt, effective from "the date below"	Payment terms are expressly changed, but the amendment effective date/execution evidence is missing; the binding payment baseline is therefore not fully verified	Cash-flow planning, invoicing expectations and any overdue-payment position may be disputed	Confirm the amendment execution/effective date and record the governing payment term in the contract data sheet / commercial summary	BEFORE CONTRACT AWARD
CR-003	MEDIUM	UNRESOLVED / LIABILITY	Liability cap appears to have increased from \$50,000 to \$75,000	agreement.docx liability cap summary; amendment.pdf revised liability cap summary	Subject to amendment validity, Supplier exposure is 50% higher than in the original agreement; this is a material commercial change requiring express acceptance	Increased claim exposure and possible insurance / approval implications	Confirm amendment status, assess insurance alignment, and obtain commercial approval for the revised cap	BEFORE CONTRACT AWARD
CR-004	MEDIUM	UNRESOLVED / RESPONSIBILITY	Support acknowledgement commitment must be consistent across the contract set	agreement.docx summary: acknowledge all support requests within 4 business hours; deliverables.xlsx: "Support response" note says target acknowledge within 2 business hours	The documents set two different response positions. It is also unclear whether the 2-hour statement is a binding obligation or only an internal target	Resource planning, service performance measurement and default/dispute risk if the stricter target is later treated as contractual	Confirm whether deliverables.xlsx is contractually incorporated and agree one binding response SLA with clear measurement rules	BEFORE MOBILISATION
CR-005	MEDIUM	UNRESOLVED / SCOPE	Scope of the annual security audit must be aligned with contract wording and pricing	agreement.docx summary: annual security audit; deliverables.xlsx: security audit includes third-party penetration test	deliverables.xlsx adds a materially more specific obligation than the agreement summary. If incorporated, this may add third-party cost, procurement and coordination obligations not expressly shown in the contract summary	Unpriced scope growth, procurement dependency, scheduling impact, and possible dispute over whether third-party testing is included	Confirm whether third-party penetration testing is included in contractual scope, who procures it, who pays for it, and the required output	BEFORE PROCUREMENT
CR-006	MEDIUM	UNRESOLVED / ACCEPTANCE	Recurring deliverables require measurable acceptance / adequacy criteria	agreement.docx summary: monthly maintenance report, quarterly system health review, annual security audit; deliverables.xlsx: timing/	No acceptance criteria, review period, approval route, or rejection standard is evidenced for the recurring deliverables	Subjective acceptance, rework, delayed sign-off, and recurring service disputes	Define acceptance criteria, review timeframes, minimum content, and deemed-acceptance or comment/closure process for each recurring	BEFORE MOBILISATION

				content notes only			deliverable	
CR-007	LOW	UNRESOLVED / TERMINATION	Exit and renewal notice mechanics should be confirmed from full clause text	agreement.docx summary: 12 months from effective date, renewing automatically unless either party gives 60 days' notice; amendment.pdf summary: either party may terminate with 90 days' written notice, revised from 60 days	The amendment clearly changes a 60-day notice position to 90 days, but the exact clause context is unavailable. It is therefore not fully clear whether all exit/non-renewal mechanics are aligned	Potential confusion over latest date for termination or non-renewal notice	Confirm the final consolidated termination and renewal clause wording in the executed contract set	BEFORE CONTRACT AWARD

MISSING INFORMATION

Related finding(s)	Missing evidence	Why needed
CR-001, CR-003, CR-007	Full executed agreement.docx including complete liability, indemnity, termination and renewal clauses	Required to determine the actual legal position rather than relying on summary extracts
CR-001, CR-002, CR-003, CR-007	Full executed amendment.pdf including signatures and effective date	Required to confirm whether amended payment, liability and notice terms are operative
CR-004, CR-005, CR-006	Evidence that deliverables.xlsx is incorporated into the contract and any order-of-precedence wording	Required to determine whether the spreadsheet creates binding obligations
CR-004, CR-006	Service level schedule, support regime, escalation rules and any service credits/remedies	Required to verify support obligations beyond acknowledgement timing and how performance is measured
CR-005, CR-006	Statement of work / scope schedule for the annual security audit and third-party penetration test outputs	Required to confirm scope, responsibility, procurement route and deliverable acceptance standards
CR-001	Any governing law and limitation-of-liability exclusions/carve-outs	Required to assess whether liabilities sit outside the stated cap

PRIORITISED ACTION REGISTER

PRIORITY	WHEN	RELATED FINDING(S)	ACTION	OWNER / PARTY TO CONFIRM
1	BEFORE CONTRACT AWARD	CR-001, CR-002, CR-003, CR-007	Obtain the full executed agreement and amendment, then issue a consolidated contract summary confirming operative payment, liability and termination terms	Commercial lead / Legal counsel
2	BEFORE CONTRACT AWARD	CR-004, CR-005, CR-006	Confirm whether deliverables.xlsx is contractually incorporated and, if so, state its precedence relative to the agreement and amendment	Commercial lead / Contract administrator
3	BEFORE PROCUREMENT	CR-005	Confirm whether third-party penetration testing is included in scope, identify procuring party, budget owner, required output and timing	Project manager / Service owner / Procurement
4	BEFORE MOBILISATION	CR-004, CR-006	Agree one binding support SLA and measurable acceptance criteria for all recurring deliverables, including timing, content and approval workflow	Service delivery manager / Client contract owner

FINAL ASSESSMENT

The uploaded material is sufficient to identify a **basic amended commercial baseline**, but not sufficient to conclude that the contract position is fully controlled. amendment.pdf clearly modifies payment, liability and notice periods, yet its operative status cannot be fully confirmed without execution details. deliverables.xlsx introduces additional operational detail, including a stricter support response target and a third-party penetration test element, but its contractual incorporation is not evidenced.

For Contract Risk Finder purposes, the document set should be treated as **commercially incomplete pending confirmation of the full executed contract text, amendment effectiveness, and document incorporation/precedence**. The most material unresolved issue is the absence of evidence for the actual indemnity regime and any liability cap carve-outs.



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