

Document Conflict Finder

Generated 2026-09-14

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DOCUMENT RELATIONSHIP SUMMARY

1. agreement.docx

- **Apparent purpose:** Base service agreement governing ongoing maintenance services between **Acme Co** (Client) and **Bright Path Consulting** (Supplier).
- **Revision/date/effective date/authority:** Not stated in the provided summary.
- **Key contractual role:** Appears to be the principal agreement containing core commercial and service obligations, including payment terms, contract term, liability cap, response time, and recurring deliverables.
- **Relationship to other documents:** Referenced by **amendment.pdf** as the "original Service Agreement."
- **Hierarchy / precedence evidence:** No explicit order of precedence is stated in the provided summary.

2. amendment.pdf

- **Apparent purpose:** Formal amendment to the original service agreement.
- **Revision/date/effective date/authority:** Identified as "**Acme Co Service Agreement - Amendment 1**". It states it is "effective from the date below," but the actual date is not visible in the provided summary.
- **Key contractual role:** Expressly updates selected terms of **agreement.docx**.
- **Relationship to other documents:** States that it "updates certain terms of the original Service Agreement" and that "all other terms of the original Service Agreement remain in full effect and are not affected by this amendment."

- **Hierarchy / precedence evidence:** For amended matters, **amendment.pdf** appears intended to prevail over **agreement.docx**. However, the missing effective date creates uncertainty as to when the revised terms apply.

3. deliverables.xlsx

- **Apparent purpose:** Deliverables schedule / operational obligations table.
- **Revision/date/effective date/authority:** No revision number, date, approval, authority, or precedence statement is visible in the provided summary.
- **Key operational role:** Adds detail for deliverables and service operation, including maintenance report timing, benchmarking content, third-party penetration testing, and a 2-business-hour support acknowledgement target.
- **Relationship to other documents:** Clearly related in subject matter to the deliverables and support obligations in **agreement.docx**, but no express incorporation by reference or contractual status is shown in the provided summary.
- **Hierarchy / precedence evidence:** None visible. It is therefore unclear whether **deliverables.xlsx** is contractually binding, an operational aid, or a later informal refinement.

Apparent hierarchy / governance position

- **Explicitly evidenced:** **amendment.pdf** modifies **agreement.docx** for the updated terms it identifies.
- **Not established:** No document provided contains a complete order of precedence covering **deliverables.xlsx**.
- **Resulting governance uncertainty:** Conflicts between **agreement.docx** and **deliverables.xlsx** cannot be definitively resolved from the provided evidence alone.

EXECUTIVE SUMMARY

- Total material findings: 10
- By risk: 1 HIGH, 7 MEDIUM, 2 LOW

Findings by type

- DIRECT CONFLICT: 1
- DATE / PROGRAMME: 2
- VALUE / COMMERCIAL: 1
- RESPONSIBILITY: 0
- TECHNICAL: 0
- SCOPE / DELIVERABLE: 2
- EXCLUSION / ASSUMPTION: 0
- SUPERSESSION / REVISION: 1
- PRECEDENCE: 1
- MISSING INFORMATION: 2

Overall alignment assessment

The document set is **not fully aligned**. The most significant issues are:

- un-consolidated amended commercial terms between **agreement.docx** and **amendment.pdf**;
- missing effective date evidence for the amendment;
- unclear contractual status of **deliverables.xlsx**; and
- operational/service-level differences between **agreement.docx** and **deliverables.xlsx**.

These issues are material because they affect **liability exposure, payment timing, renewal/termination notice, service-level expectations, and the content/timing of recurring deliverables**.

HIGH risk finding(s)

- **CON-001:** **agreement.docx** states a liability cap of \$50,000 in any 12-month period, while **amendment.pdf** revises this to \$75,000 in any 12-month period. This is a material contractual exposure issue and may affect claims strategy, insurance alignment, and dispute position.

Findings requiring immediate action

- **CON-001:** Liability cap inconsistency.
- **CON-004:** Unclear governing status of **deliverables.xlsx**.
- **CON-009:** Missing effective date evidence for **amendment.pdf**.
- **CON-010:** Missing effective date evidence for **agreement.docx**, which prevents reliable calculation of term expiry and notice deadlines.

CONFLICT REGISTER

ID	RISK	TYPE	DOCUMENT A & REFERENCE	DOCUMENT B & REFERENCE	CONFLICT	PRACTICAL IMPACT	RECOMMENDED ACTION	WHEN
CON-001	HIGH	SUPERSESION / REVISION	agreement.docx — Key terms / obligations: "The Supplier's total liability under this agreement shall not exceed \$50,000 in any 12-month period."	amendment.pdf — Updated Terms: liability cap increased to \$75,000 in any 12-month period.	The base agreement and Amendment 1 state different liability caps. amendment.pdf appears intended to revise the original term, but the contract set remains internally inconsistent unless operated as a controlled amended set.	Major contractual exposure: claims assessment, insurance review, settlement posture, and internal approvals may be based on the wrong cap.	Issue a controlled contract consolidation or formal amendment register confirming the operative liability cap and circulate it to legal, commercial, and contract administration teams.	IMMEDIATE
CON-002	MEDIUM	VALUE / COMMERCIAL	agreement.docx — Key terms / obligations: invoices payable within 30 days of receipt.	amendment.pdf — Updated Terms: payment terms revised to 45 days from receipt of invoice.	Payment terms differ across the two contract documents. The amendment appears to change the term, but the document set is not self-consistent as held.	Risk of incorrect invoicing expectations, payment disputes, ERP/vendor-master mismatch, and late-payment claims.	Confirm the operative payment term, update finance systems and purchase/payment instructions, and issue a consolidated commercial terms notice.	IMMEDIATE
CON-003	MEDIUM	DATE / PROGRAMME	agreement.docx — Key terms / obligations: contract renews automatically unless either party gives 60 days' notice.	amendment.pdf — Updated Terms: termination notice revised to 90 days' written notice.	Notice periods are inconsistent. The amendment appears to extend the notice period, but the original agreement still states 60 days.	Incorrect renewal/termination planning and possible inadvertent auto-renewal or defective notice.	Confirm the operative notice period and update contract diary controls, renewal trackers, and template correspondence.	BEFORE ACCEPTANCE
CON-004	MEDIUM	PRECEDENCE	agreement.docx — No explicit hierarchy or incorporation of	deliverables.xlsx — Operational obligations table with additional	deliverables.xlsx contains requirements that are more detailed and in some	Ongoing ambiguity over whether the spreadsheet is binding could create	Obtain formal confirmation whether deliverables.xlsx is incorporated into the	IMMEDIATE

			deliverables.xlsx stated in the provided summary.	timing/content/service-level detail; no authority or precedence statement visible.	cases more onerous than agreement.docx, but its contractual status is not evidenced.	disputes over SLA compliance, acceptance, and scope/cost responsibility.	agreement, and if so by what revision/date and precedence position.	
CON-005	MEDIUM	DIRECT CONFLICT	agreement.docx — Key terms / obligations: "The Supplier will acknowledge all support requests within 4 business hours."	deliverables.xlsx — Row "Support response"; Notes: target to acknowledge within 2 business hours.	The support acknowledgement requirement differs materially: 4 business hours versus 2 business hours. Both cannot simultaneously represent the single operative SLA unless one is expressly a non-binding target or a later approved uplift.	SLA measurement, staffing assumptions, performance reporting, and potential breach assessment may be based on different thresholds.	Clarify whether the 2-hour measure is contractual, aspirational, or superseding; then update the controlled SLA schedule and all reporting templates.	BEFORE MOBILISATION
CON-006	MEDIUM	SCOPE / DELIVERABLE	agreement.docx — Key terms / obligations: deliverable includes an annual security audit.	deliverables.xlsx — Row "Security audit"; Notes: "Third-party penetration test included."	deliverables.xlsx expands the annual security audit to include a third-party penetration test, which is not stated in agreement.docx. This is a material scope and cost change unless already incorporated.	Possible unpriced third-party cost, procurement lead time, approval needs, and acceptance disputes over whether a penetration test is mandatory.	Confirm whether third-party penetration testing is contractually included, and if yes, update scope, price basis, procurement plan, and acceptance criteria.	BEFORE PROCUREMENT
CON-007	MEDIUM	MISSING INFORMATION	amendment.pdf — "effective from the date below," but the actual date is not shown in the provided summary.	agreement.docx — Original terms continue unless and until amended.	The amendment clearly changes terms, but the supplied evidence does not show its effective date. Without that date, the point from which revised payment, liability, and notice terms apply cannot be confirmed.	Uncertainty over which terms governed at a given time, affecting invoice review, liability incidents, and notice validity.	Obtain the fully executed amendment showing signature/effective date and maintain it with the contract record.	IMMEDIATE
CON-008	MEDIUM	MISSING INFORMATION	agreement.docx — Contract term is 12 months from the effective date, renewing automatically unless notice is given.	Provided summary for agreement.docx — revision/date/effective date not stated.	The agreement term depends on an effective date that is not visible in the provided evidence. This prevents confirmation of current term, renewal date, and the actual deadline for notice under either the 60-day or 90-day formulation.	Risk of missed notice windows, mistaken assumptions about live term status, and defective termination/renewal actions.	Obtain the executed agreement front page/ signature page or contract particulars showing effective date and enter the term milestones in a controlled diary.	IMMEDIATE
CON-009	LOW	SCOPE / DELIVERABLE	agreement.docx — Key terms / obligations: quarterly system health	deliverables.xlsx — Row "System health review"; Notes: "Includes	deliverables.xlsx adds performance benchmarking to the	Potential disagreement over report content, effort level, and acceptance	Confirm the minimum required content of the quarterly system health	BEFORE DESIGN FREEZE

			review.	performance benchmarking."	quarterly review, but agreement.docx does not expressly include it. This may be added detail or an unapproved scope expansion.	expectations.	review and align the deliverables schedule accordingly.	
CON-010	LOW	DATE / PROGRAMME	agreement.docx — Key terms / obligations: monthly maintenance report.	deliverables.xlsx — Row "Maintenance report"; Notes: "Delivered by the 5th working day."	deliverables.xlsx introduces a specific submission deadline not stated in agreement.docx . This is not directly contradictory, but it creates a materially more specific timing obligation whose binding status is unclear.	Potential disputes over lateness and KPI reporting if the 5th working day deadline is treated as contractual without clear incorporation.	Confirm whether the 5th working day deadline is contractually binding and, if so, incorporate it into the operative service schedule.	BEFORE MOBILISATION

CONFLICTING VALUES & DATES SUMMARY

Item	Inconsistent positions	Finding ID(s)
Liability cap	\$50,000 in agreement.docx vs \$75,000 in amendment.pdf	CON-001
Payment term	30 days from invoice receipt in agreement.docx vs 45 days in amendment.pdf	CON-002
Notice period	60 days in agreement.docx vs 90 days' written notice in amendment.pdf	CON-003
Support acknowledgement SLA	4 business hours in agreement.docx vs 2 business hours in deliverables.xlsx	CON-005
Maintenance report timing	Monthly report in agreement.docx vs monthly report due by 5th working day in deliverables.xlsx	CON-010
Amendment effective date	Amendment states effective from date below, but date not visible	CON-007

Agreement effective date / term start

Agreement term runs from effective date, but effective date not visible

CON-008

RESPONSIBILITY CONFLICT SUMMARY

No direct contradiction was identified in the provided summaries where one document assigns a task to one party and another assigns the same task to a different party.

However, there is **governance ambiguity** over whether the obligations shown in **deliverables.xlsx** are contractually binding against **Bright Path Consulting**, because the spreadsheet's incorporation and precedence are not evidenced:

- **CON-004** — status/precedence of **deliverables.xlsx**
- **CON-006** — whether third-party penetration testing is included
- **CON-009** — whether benchmarking is mandatory
- **CON-010** — whether the 5th working day report deadline is binding

SUPERSESSSION & REVISION SUMMARY

Changed requirement	Evidence	Supersession status	Finding ID(s)
Liability cap changed from \$50,000 to \$75,000	agreement.docx vs amendment.pdf	Explicitly amended, but operational use remains inconsistent unless consolidated	CON-001, CON-007
Payment terms changed from 30 days to 45 days	agreement.docx vs amendment.pdf	Explicitly amended, but effective date evidence not visible	CON-002, CON-007

Notice period changed from 60 days to 90 days	agreement.docx vs amendment.pdf	Explicitly amended, but original agreement still contains superseded wording	CON-003, CON-007, CON-008
Deliverables/service details appear tighter or broader in spreadsheet	agreement.docx vs deliverables.xlsx	Unclear — no express supersession or incorporation evidenced	CON-004, CON-005, CON-006, CON-009, CON-010

ITEMS REQUIRING CLARIFICATION

Finding ID	Clarification required	Why required
CON-004	Formal confirmation whether deliverables.xlsx is incorporated into the contract, including its revision/date and precedence status	Needed to determine whether spreadsheet-based SLA and deliverable details are binding
CON-005	Confirmation whether the 2 business hour support response is a binding SLA, an internal target, or a later approved uplift	Needed to determine operative performance obligation
CON-006	Confirmation whether the annual security audit contractually includes a third-party penetration test	Needed to determine price, procurement scope, and acceptance basis
CON-007	Fully executed copy of amendment.pdf showing actual effective date/ signature date	Needed to establish when amended commercial terms took effect
CON-008	Executed copy or contract particulars for agreement.docx showing effective date	Needed to calculate current term and notice deadlines
CON-009	Confirmation whether performance benchmarking is mandatory content for the quarterly review	Needed to set deliverable content and effort expectations
CON-010	Confirmation whether the 5th working day maintenance report deadline is binding	Needed for KPI measurement and reporting compliance

PRIORITISED ACTION REGISTER

PRIORITY	WHEN	RELATED FINDING(S)	ACTION	OWNER / PARTY TO CONFIRM
1	IMMEDIATE	CON-001, CON-002, CON-003, CON-007, CON-008	Assemble and circulate a controlled contract set: executed agreement.docx , executed amendment.pdf , confirmed effective dates, and a one-page contract particulars summary stating operative payment terms, liability cap, notice period, and term milestones.	Acme Co contract owner / legal
2	IMMEDIATE	CON-004	Confirm the contractual status, revision, and precedence of deliverables.xlsx . If intended to be binding, incorporate it formally into the contract record.	Acme Co contract owner and Bright Path Consulting
3	BEFORE MOBILISATION	CON-005, CON-010	Reconcile service-level and reporting timing requirements, specifically support acknowledgement time and maintenance report due date, and issue an approved operative service schedule.	Service manager / contract administrator
4	BEFORE PROCUREMENT	CON-006	Confirm whether third-party penetration testing is included in scope; if included, align scope, price basis, procurement route, and acceptance criteria.	Commercial lead / technical lead
5	BEFORE DESIGN FREEZE	CON-009	Define the required content of the quarterly system health review, including whether performance benchmarking is mandatory.	Service owner / technical authority
6	BEFORE ACCEPTANCE	CON-003, CON-008	Update renewal/termination diary controls using the confirmed effective date and operative notice period.	Contract administrator
7	ONGOING	CON-001 to CON-010	Maintain a formal amendment/change register so later operational schedules do not remain inconsistent with base	Contract administration

			contract wording.	
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DOCUMENT ALIGNMENT SUMMARY

The document set contains **material conflicts requiring resolution**, rather than mere editorial inconsistency.

The principal problem areas are:

- 1. **Commercial amendment alignment** — **amendment.pdf** changes key terms in **agreement.docx**, but the contract set remains inconsistent on its face, and the amendment effective date is not visible.
- 2. **Governance / precedence ambiguity** — **deliverables.xlsx** appears operationally relevant but its contractual status is not established.
- 3. **Service-level and deliverable detail mismatch** — response times, deliverable timing, and deliverable content are stated differently or more extensively in **deliverables.xlsx** than in **agreement.docx**.

If unresolved, these issues are likely to cause **commercial disputes, SLA disagreement, scope/cost uncertainty, and avoidable contract administration error**. The documents should therefore be treated as **not yet fully aligned for controlled operational use**.

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