

## Commonly Extracted Terms by Conga Attorneys

Terms	Value	Description
<b>FUNDAMENTAL TERMS</b>		
Document Type	Configurable text buckets	The type of contract (i.e. Services, NDA, Licensing, Real Estate, etc.). These can be configurable and be customized for the customer.
Agreement Title	Text	The given title of the agreement.
Parties	Displays subtags with part names: Parties, Other Entities (not displayed if does not exist)	The contracting parties to the agreement normalized by entity for differences in punctuations, variations, and subsidiaries. As well as, the other (non-party) entities named in an the agreement.
Effective Date	Date	The effective date of the agreement.
Commencement Date	Date, not displayed if effective date is the start date	If applicable, the commencement date of the term of the agreement if different from the Effective Date. If the commence date refers to outside information to calculate like go live date then will display as TBD.
Expiration (End) Date	Date	The current expected expiration date of the agreement in real-time.
Original Expiration Date	Date, not displayed if not applicable	If applicable, the expiration date of the initial term of the agreement.
Termination Notice	Date or Duration or Text (e.g., 30 day written notice)	The real-time date required to provide notice by to halt an auto-renewal or the amount of duration required for notice of termination for convenience to be effective. This may be either (i) an exact calculated date, (ii) X days/weeks/months/years listed as a duration, (iii) At any time, (iv) Upon written notice, or (v) Upon mutual agreement
Renewal Type	Subtags: "Auto", "Option", "Fixed", "Perpetual"	The renewal provision that applies to the term of the agreement. This may be either auto renew, option-to-renew, perpetual, fixed.
Renewal Period	Duration, not displayed - extracted and used to calculate the next expiration date.	The length of time of subsequent renewal periods after the initial term.
Renewal Limit	Number, not displayed - extracted and used to calculate the next expiration date.	The number of times an agreement can renew for the stated renewal period.
Renewal Notice	Date or duration	The real-time date to provide notice by, or the duration of time required for notice to, exercise an option-to-renew. This may be either (i) an exact calculated date, (ii) X days/weeks/months/years listed as a duration, (iii) At any time, or (iv) Upon written notice
Signatures	Subtags: "Signed", "Not Signed"	This determines that a contract has either been signed by all required parties (Signed) or has not been signed one or more of the required parties (Not Signed).

Notice Clause	Displays "Present", not displayed if not present	This scrolls to the text that describes how legal notices need to be delivered to be valid.
Related Master Agreement Name	Text	If applicable, this will be the given title of the related agreement title that is directly referenced in the contract.

ADDITIONAL KEY TERMS		
Notice Address	Text	If a notice clause is provided, this scrolls directly to the address to which such text directs. If no notice clause is provided, this captures any address that may be listed for a party.
Assignability	Displays subtags: "Free", "Restricted", "Consent Required", "Prohibited", "Notice Required" Sub Values: One Party, Multiple Parties	First, designates if the entire agreement is completely free to be assigned, requires consent, requires notice, is prohibited from being assigned, or has other restrictions to be assigned. Then looks if that language applies to only one party in the agreement, or multiple parties.
Assignability for Affiliates	Displays subtags: "Free", "Restricted", "Consent Required", "Prohibited", "Notice Required" Sub Values: One Party, Multiple Parties	First, designates if in the event of the agreement being assigned to affiliates, the agreement is completely free to be assigned, requires consent, requires notice, is prohibited from being assigned, or has other restrictions to be assigned. Then looks if that language applies to only one party in the agreement, or multiple parties.
Assignability for Change of Control	Displays subtags: "Free", "Restricted", "Consent Required", "Prohibited", "Notice Required" Sub Values: One Party, Multiple Parties	First, designates if in the event of the agreement being assigned for change of control, the agreement is completely free to be assigned, requires consent, requires notice, is prohibited from being assigned, or has other restrictions to be assigned. Then looks if that language applies to only one party in the agreement, or multiple parties.
Billing Frequency	Subtags: "Monthly", "Quarterly", "Yearly", "OneTime", "Bi-Weekly", "Other"	How often the agreement states the service provider or supplier will bill the other party.
Billing Interval Amount	Dollar amount, or displays "Variable"	What the agreement states is the price for each billing period. Will display "Variable" if the stated amount for billing periods are not consistently the same amount.
Discount	Text	Designates if the agreement states the price as including a discount from normal pricing. The value will be the text describing the discount
Payment Terms (Net Days)	The number of days, otherwise displays "Other"	How long the agreement states payment is due after invoice delivery. If the value is "Other" the text will be displayed as the value

Payment Model	Subtags: "Fixed", "Retainer", "Time & Materials"	Designates if the agreement specifically states services are provided in either a Fixed, Retainer, or Time & Materials basis.
Price Increase at auto-renewal	Subtags: Automatic Increase Permitted, Written notice for increase	Designates if the agreement states that when there is a price increase upon auto renewal, if that increase can take effect automatically, or if written notice must be sent before it takes effect.
Price Increase Cap	Text	If there is a cap on price increases during renewal, will display the % or text describing the cap
Total Contract Value	Monetary amount	What the agreement specifically states as the total price for the services, supplies, deliverables, etc.
Audit Rights	Displays "Present", not displayed if not present	Designates if the agreement grants any party rights to audit another party to an agreement.
Confidentiality	Displays subtags: "Required", "Not Required"	Designates if the agreement specifically states whether any party to a contract is bound by confidentiality restrictions.
Data Security Breach Notification	Displays subtags: "Generic", "Specific Laws"	Designates if the agreement specifically states whether, in the event of a breach of data security (generally regarding customer information or PII) by one party whether such party needs to send generic notification to other parties or notification that complies with particular laws.
Data Security Breach Notification Period	Duration, "Immediate", Text	Designates, if the agreement specifically states whether in the event of a breach of data security (generally regarding customer information or PII) by one party, whether such party has a particular time period in which they need to send notification to the other parties to the contract. May display text if time period is not written as a duration (for example "without undue delay")
Exclusivity	Displays subtags: "Granted", "Not Granted"	Designates if the agreement specifically states whether or not any party to a contract is bound by exclusivity restrictions.
Governing Law	State/Country	The state or foreign law that the agreement states governs the contract.
Indemnification Provision	Displays subtags: "Mutual", "Unilateral"	Designates, if the agreement includes indemnification provisions, whether they are unilaterally or mutually binding.
Insurance Certification	Displays subtags: "Renewal Required", "Initial Certification"	Designates if the agreement specifically requires one or more parties to possess particular insurance either only at the time of entering into the agreement or if continued possession of such insurance is required. If one party is required to maintain particular insurance through the term it is captured as Renewal Required.
Publicity Rights	Displays subtags: "Mutual", "Unilateral", "Restricted"	Designates if the agreement specifically grants rights to one or more parties to publicize the relationship, or if the agreement specifically restricts rights to publicize the relationship. Captures the most restrictive publication rights language if restrictions vary for different parties and considers any restrictions, such as prior approval of materials, as Restricted.

InfoSec Requirements	Displays subtags: "SOC 2", "Other"	Designates, if the agreement includes information security requirements, whether such requirements are controlled by SOC 2 or other requirements.
Dispute Resolution Clause	Arbitration, not displayed if not present	Designates if the agreement includes an arbitration requirement.
Limitation of Liability Cap - Presence	Displays "Present", not displayed if not present	Designates if the agreement includes a general claims liability cap within the limitation of liability.
Limitation of Liability Cap	Displays subtags: "Total fees under agreement", "Fees paid in last 12 months", "Fees paid in last 6 months", "Dollar amount", "Other"	Designates, if the agreement includes a general claims liability cap within the limitation of liability, if such cap is one of the following: Total fees under agreement, Fees paid in last 12 months, Fees paid in last 6 months, a particular dollar amount, or Other. If the cap for general claims can be one of, say, two amounts, it is captured as "Other."
Limitation of Liability Cap - Carve Outs	Displays subtags: "Confidentiality", "Indemnification"	Designates, if the agreement includes a general claims liability cap within the limitation of liability, if confidentiality breaches and/or indemnification provisions are carved out of that cap. If there is a separate cap for Confidentiality or Indemnification, then it will not be captured.
Limitation of Liability Cap - Super Cap	Displays subtags: "Confidentiality", "Indemnification"	Designates, if the agreement includes a general claims liability cap within the limitation of liability, if confidentiality breaches and/or indemnification provisions have their own cap separate from the general liability cap.
Limitation of Liability Damages Exclusions	"Indirect"	Designates, if the agreement lists any types of damages that are excluded from liability, that indirect damages are included in the exclusion.
Limitation of Liability Damages Exclusions Carve-Out	Displays subtags: "Confidentiality", "Indemnification Claims"	Designates, if the agreement lists any types of damages that are excluded from liability, that either the confidentiality or indemnification provisions are excluded stated being excluded from this list
Privacy Requirements	Displays subtags: "GDPR", "CCPA", "Other"	Designates, if the agreement includes particular privacy requirements, whether such requirements are controlled by the GDPR, CCPA, or Other requirements.
SLA - Notification requirement for scheduled downtime	Duration	Designates, if the agreement includes a notification requirement for scheduled downtime, how much notice is required.
SLA - Maximum time limit for scheduled downtime	Duration	Designates, if the agreement includes a maximum time limit for scheduled downtime, what the maximum time limit is.
SLA - Credits provided for uptime or downtime	Displays "Present", not displayed if not present	Designates if the agreement specifically includes the possibility for credits for uptime/downtime.
Background Checks	Displays "Present", not displayed if not present	Designates if the agreement requires background checks of any employees or contractors.
Drug Screening	Displays "Present", not displayed if not present	Designates if the agreement requires drug screening of any employees or contractors.
Non-Solicitation Period	Duration, "During Term"	How long after expiration or termination of the agreement that parties are restricted from soliciting employees or contractors from other parties to the agreement.

Subcontractor	Displays subtags: "Prohibited", "Consent Required", "Other Restrictions"	Designates, if the agreement includes restrictions on the use of subcontractors, if such use is: Prohibited, Consent Required, or Notice Required. This additionally identifies if there are other restrictions present on subcontractors (location, licensing requirements, etc.).
Third Party Software Incorporation	Displays subtags: "Restricted", "Written Consent Required", "Free"	Designates, if the agreement includes discussion on incorporation of third party software in the deliverables contemplated by the contract, whether such incorporation is specifically Free, Consent Required, or Restricted in any other way.
Confidentiality - Marking Requirement	Displays "Present", not displayed if not present	Designates, if the agreement includes a definition/description of confidential information, if such information is required to be marked or labeled by the furnishing party.
Confidentiality - Reasonableness standard included	Displays "Present", not displayed if not present	Designates, if the agreement includes a definition/description of confidential information, if such description includes information that the receiving party knows or reasonably should know to be considered confidential.
Confidentiality Period	Duration	How long from disclosure confidential information is required to remain protected if the agreement states a particular period.
Confidentiality - Return/Destroy Obligations	Displays "Present", not displayed if not present	Designates if the agreement includes a return/destroy requirement of confidential information.
Force Majeure Clause	Displays "Present", not displayed if not present	Designates if the agreement contains Force Majeure language.
Force Majeure	Displays the sub tags: "Governmental Actions" "Acts of God" "Pandemic"	Designates if the agreement has Force Majeure language, and if that covers Governmental Actions, Acts of God, or Pandemics
Injunctive Relief	Displays "Present", not displayed if not present	Designates if the agreement provides for the possibility of injunctive relief.
Integration Clause	Displays "Present", not displayed if not present	Designates if the agreement contains integration/merger/entire agreement language.
No Waiver	Displays "Present", not displayed if not present	Designates if the agreement contains No Waiver language.
Square Footage	Number	In agreements for real property, this captures the square footage of the contemplated space if the contract specifically states it.
Refund upon Termination	Displays "Convenience"	Designates if the agreement specifically states that a refund is permitted upon termination for convenience.
Termination - Termination for Convenience	Duration or Text (e.g., 30 day written notice)	The amount of duration required for notice of termination for convenience to be effective. This may be either (i) X days/weeks/months/years listed as a duration, (ii) At any time, (iii) Upon written notice, or (iv) Upon mutual agreement
Non-competition	Displays "Present", not displayed if not present	Designates if the agreement contains non-compete restrictions, prohibiting one or more parties from entering into a trade or profession in competition with another party

Most Favored Nation Clause	Displays "Present", not displayed if not present	Designates if the agreement contains most favored nation language, restricting one or more parties from giving third parties any more favorable terms than other parties to the agreement
Business Continuity	Displays "Present", not displayed if not present	Designates if the agreement contains language addressing what happens in the event of a business disruption.
Disaster Recovery	Displays "Present", not displayed if not present	Designates if the agreement contains language addressing or requiring a disaster recovery plan.
Business Interruption Insurance	Displays "Present", not displayed if not present	Designates if the agreement contains language requiring a company to have business interruption insurance.
Data Subject Request	Displays "Notification Required"	Designates if a data processor has to notify a customer when a data subject makes a request/inquiry
Delete Customer Data After Expiration or Termination Period	Duration, "General"	The amount of time a data processor has to delete data after the agreement is terminated or expired. If there is a written requirement to delete the data, but a time period is not specified, then the value displayed will be "General"
"Standard Contractual Clauses (processor)" Attachment	Displays "Present", not displayed if not present	Designates if the "Standard Contractual Clauses (processor)" Attachment is included in the file.
Sub processors - Sub processors Permitted	Displays "Present", not displayed if not present	Designates if the processing party is permitted to use or add subprocessor under the agreement
Sub processors - Similar Agreement Requirement	Displays "Present", not displayed if not present	Designates if the subprocessor used by the processing party are required to be bound to similar terms or a similar agreement as those in the DPA/agreement
Sub processors List	Values: "URL", "Exhibit"	Designates if the list of current subprocessors used by the processing party are listed in a URL, or written in an exhibit in the DPA. If an URL is listed, then the URL will be displayed.
Sub processors - Change Notification	Duration, "General"	If the data processor is required to give notice to the customer before changing or adding subprocessors, displays the amount of time in advance that notice must be sent. If there is language requiring the processor to give notification, but it does not specify the amount of time, the value will be "General"