

# ProvisoIQ Commercial Contracts Starter Pack

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Worked example: a services agreement on the provider's paper (sample from the Commercial Contracts Starter Pack)

Tested on [MODEL], [DATE]: test pending

In our timed tests: [pending]

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## What to check

AI tools make the same few mistakes on this task. Each item below names the mistake and the check that catches it.

- **Invented clauses or section numbers.** AI tools sometimes cite a section that does not exist or describe a clause the document does not contain. Check: every point in the output must quote the clause text it relies on, and you check that quote against the document.
- **Silent omissions.** A clean summary can leave out the one clause that matters, often a residuals, non-solicitation or indemnity clause placed under Miscellaneous. Check: run the checklist yourself against the document, not against the summary.
- **Defined terms read loosely.** The tool may treat "Confidential Information" or "Fees" in their ordinary sense when the definition is wider or narrower. Check: read every definition the output relies on.
- **Direction reversed.** Obligations, indemnities and caps are sometimes described as running the wrong way. Check: for each point, confirm who owes what to whom.
- **Confident labels with no basis.** Words like "standard", "market" or "favorable" in the output are the tool's opinion, not evidence. Check: compare against your own playbook positions, which are the standard that counts.
- **Text outside the document.** Terms incorporated by a URL or another agreement are not in what you pasted, so the tool cannot review them. Check: list every incorporated document and read it.
- **The liability cap misread.** "Fees paid in the 12 months before the claim" and "fees payable under the applicable SOW" give very different numbers. Check: work out the cap in dollars for this deal.
- **Carve-outs treated as uncapped** when a separate, higher cap applies to them, or the reverse. Check: map every carve-out to the cap that governs it.
- **Order of precedence missed.** The SOW, the master agreement and any online terms may conflict. Check: find the precedence clause and apply it.
- **Ownership conditioned on payment, or a license where you expected an assignment.** Check: read the IP clause in full, including pre-existing materials.

## The document

An invented agreement. Every name and term is made up.

### PROFESSIONAL SERVICES AGREEMENT

between Brightline Consulting LLC ("Provider") and Harbor Supply Co. ("Customer")

1. Services. Provider will perform the services in each statement of work ("SOW"). If this Agreement and an SOW conflict, the SOW governs. Provider's Online Terms at [brightline.example/terms](https://brightline.example/terms) are incorporated by reference.
2. Fees. Customer will pay invoices within fifteen (15) days. Late amounts bear interest at 1.5% per month, and Provider may suspend the Services if any amount is late.
3. Term. This Agreement has an initial term of one (1) year and renews for successive one-year terms unless either party gives ninety (90) days' notice before renewal. Provider may terminate for convenience on thirty (30) days' notice.
4. Intellectual Property. Upon payment in full, Provider assigns to Customer the deliverables created under an SOW ("Deliverables"), excluding Provider Materials. Provider grants Customer a non-exclusive license to use Provider Materials incorporated in the Deliverables during the Term.
5. Confidentiality. Each party will protect the other's confidential information with reasonable care and use it only to perform this Agreement.
6. Data. Provider will use commercially reasonable security measures. Provider may use aggregated and anonymized Customer Data to improve its services, including training machine learning models.
7. Warranty. Provider will perform the Services in a workmanlike manner. Customer's sole remedy is re-performance. All other warranties are disclaimed.
8. Indemnities. Provider will defend Customer against third-party claims that the Deliverables infringe a U.S. patent, copyright or trademark. Customer will defend and indemnify Provider against all claims arising from Customer Data or Customer's use of the Deliverables.
9. Limitation of Liability. Each party's total liability is limited to the fees paid under the applicable SOW in the three (3) months before the claim. Neither party is liable for indirect or consequential damages. These limits do not apply to Customer's payment obligations or Customer's obligations under Section 8.
10. Subcontracting. Provider may use subcontractors.
11. Governing Law. This Agreement is governed by Delaware law.

## The prompt

Prompt used: the Claude version of "Services agreement first-pass review" from the Prompts file, with the services playbook table pasted in. My side: customer. Deal context: Harbor is hiring Brightline for a three-month inventory analytics project at about \$60,000; the business wants to sign this month.

## The output

Illustrative output drafted with Claude (26 October 2026) to show the errors AI tools typically make; replace with a recorded run when this item is tested.

| Topic                   | Section | Quoted text                                                                | Rating          | What to ask for                                                                                                             |
|-------------------------|---------|----------------------------------------------------------------------------|-----------------|-----------------------------------------------------------------------------------------------------------------------------|
| Order of precedence     | 1       | "If this Agreement and an SOW conflict, the SOW governs."                  | Escalate        | Agreement governs unless the SOW expressly overrides a named section.                                                       |
| Fees and payment        | 2       | "within fifteen (15) days ... 1.5% per month ... may suspend"              | Escalate        | Net 45, disputed amounts withheld, late fee no more than 1% a month, no suspension without notice and cure.                 |
| Term and renewal        | 3       | "renews for successive one-year terms unless ... ninety (90) days' notice" | Within fallback | Accept one-year renewal; ask for a 30-day opt-out notice.                                                                   |
| Termination             | 3       | "Provider may terminate for convenience on thirty (30) days' notice"       | Escalate        | Convenience termination for Customer; Provider only for cause.                                                              |
| IP ownership            | 4       | "Upon payment in full, Provider assigns to Customer the deliverables"      | Within fallback | Accept ownership on payment.                                                                                                |
| Confidentiality         | 5       | "reasonable care and use it only to perform this Agreement"                | Within fallback | Add the NDA standard exclusions and return terms.                                                                           |
| Data and security       | 6       | "commercially reasonable security measures"                                | Within fallback | Add breach notice within 5 days.                                                                                            |
| Warranties              | 7       | "workmanlike manner ... sole remedy is re-performance"                     | Within fallback | Add conformity with the SOW and a refund if re-performance fails.                                                           |
| Indemnities             | 8       | "Customer will defend and indemnify Provider against all claims"           | Escalate        | Limit Customer's indemnity to its own breach; add provider indemnities for bodily injury, data breach and violation of law. |
| Limitation of liability | 9       | "fees paid under the applicable SOW in the three (3) months                | Escalate        | Cap of fees paid and payable in the 12 months before the                                                                    |

|                |               |                                   |                 |                                                           |
|----------------|---------------|-----------------------------------|-----------------|-----------------------------------------------------------|
|                |               | before the claim"                 |                 | claim, with standard carve-outs.                          |
| Insurance      | Not addressed |                                   | Escalate        | Add CGL and professional liability; cyber if data access. |
| Subcontracting | 10            | "Provider may use subcontractors" | Escalate        | Consent required; Provider responsible.                   |
| Governing law  | 11            | "governed by Delaware law"        | Within fallback | Accept.                                                   |

## What the review found

A person then checked the output against the document and the checklist. These are the errors in the output above.

1. Section 1 incorporates "Provider's Online Terms at [brightline.example/terms](#)". The prompt asks for documents referred to but not provided, and the output did not list them. Those terms could override anything negotiated here. The quote check prompt, run next, found it when told to search again.
2. Limitation of liability was flagged for the amount, but the output missed that the cap is lopsided: Section 9 removes the cap from Customer's payment obligations and from Customer's indemnity under Section 8, while Provider keeps the cap for everything. Combined with the broad Customer indemnity, Harbor's exposure is uncapped and Brightline's is three months of fees.
3. IP ownership was rated Within fallback. The license to Provider Materials runs only "during the Term", so Harbor could lose the right to use parts of its own Deliverables when the agreement ends. Ask for a perpetual license.
4. Data and security was rated Within fallback. Section 6 also lets Brightline use Customer Data to train machine learning models, which the playbook treats as Escalate. Anonymization does not change the position.
5. Warranties: the disclaimer of all other warranties removes any promise that the Services will conform to the SOW. The output noticed the gap but rated it Within fallback; with no conformity warranty, it should be Escalate.

## The corrected version

| Topic                     | Section | Rating   | What to ask for                                                                                         |
|---------------------------|---------|----------|---------------------------------------------------------------------------------------------------------|
| Incorporated online terms | 1       | Escalate | Remove the incorporation, or attach a dated copy and state that this Agreement governs in any conflict. |
| Order of precedence       | 1       | Escalate | Agreement governs unless the SOW expressly overrides a named section.                                   |

|                                |               |                               |                                                                                                                                                                                                   |
|--------------------------------|---------------|-------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Fees and payment               | 2             | Escalate                      | Net 45; disputed amounts withheld in good faith; late fee no more than 1% a month; suspension only after notice and 30 days to cure.                                                              |
| Term, renewal and termination  | 3             | Escalate                      | Customer termination for convenience on 30 days' notice; Provider termination only for cause; 30-day renewal opt-out.                                                                             |
| IP ownership and license       | 4             | Escalate                      | Ownership on payment is acceptable; license to Provider Materials must be perpetual and irrevocable for use of the Deliverables.                                                                  |
| Confidentiality                | 5             | Within fallback after changes | Add the NDA exclusions and return terms.                                                                                                                                                          |
| Data, security and AI training | 6             | Escalate                      | No use of Customer Data to train models; written security standards; breach notice within 72 hours, fallback 5 days.                                                                              |
| Warranties                     | 7             | Escalate                      | Conformity with the SOW for 90 days after acceptance; re-performance, then refund.                                                                                                                |
| Indemnities                    | 8             | Escalate                      | Customer indemnity limited to its breach and third-party claims about data it lacked rights to supply; Provider indemnities for bodily injury, property damage, data breach and violation of law. |
| Limitation of liability        | 9             | Escalate                      | Mutual cap of fees paid and payable in the 12 months before the claim; the same carve-outs for both parties; data breach super cap of 2 to 3 times annual fees.                                   |
| Insurance                      | Not addressed | Escalate                      | CGL, professional liability and cyber liability with certificates on request.                                                                                                                     |
| Subcontracting                 | 10            | Escalate                      | Consent required; Provider responsible for subcontractors.                                                                                                                                        |
| Governing law                  | 11            | Within fallback               | Accept Delaware.                                                                                                                                                                                  |

## What this example shows

The first pass did the slow part: it found most clauses, quoted them and suggested wording. The errors were judgment calls about what a clause means for your side, which is the part only you can check. Use the output as a first draft of your issues list and read the clauses it rates as acceptable before you agree with it.