

# Rapidly Respond to Catastrophic Events with Informed Business Decisions

When unforeseen events occur, whether it is a pandemic, a trade war or a severe weather event, you need the ability to analyze your contract portfolio to assess the potential impact quickly. Traditional contract review projects are often time-consuming and not flexible enough to address such catastrophic events. In a rapidly evolving situation, decisions made without the benefit of insight into the information contained within the contracts can lead to lasting consequences in terms of risk, costs and revenue.

DocuSign Insight provides powerful AI analysis of agreements to help you uncover organizational risks, obligations and opportunities. Insight delivers a proven combination of AI technologies—natural language processing, machine learning, latent semantic indexing, OCR and rules-based logic—to help organizations manage and analyze their agreements. Insight brings together completed agreements from across your enterprise in virtually any location and any format. DocuSign Analyzer brings this same proven advanced contract analytics of Insight to the pre-execution stage of your agreement process.

In addition to the core set of AI models, DocuSign offers optional add-on AI models designed to boost the analysis of contracts to support specific use cases. A specialized set of AI models for catastrophic events gives you a fast, accurate and more complete understanding of contractual options and obligations to inform the decision-making process before, during and after a crisis. Using Insight with these specialized models, you can group contracts into risk categories and measures required, allowing companies to take action proactively, rather than defending inaction later.

Insight doesn't simply answer a basic question like "Does the agreement contain a Force Majeure clause?" It can help uncover answers to detailed additional questions such as:

- Does the Force Majeure clause refer to pandemics or public health events?
- Does the Force Majeure clause refer to a period within which the counterparty must be notified of the event?
- Does the agreement set forth a Governing Law?
- Does the agreement allow for termination without cause or for convenience?

## Key capabilities

### Find, filter and analyze all of your contracts

Reduce the amount of time you spend looking for an answer, taking action or making critical business decisions when a catastrophic event occurs. Insight and Analyzer are purpose-built to help legal contract professionals find and synthesize information faster.

### AI-extracted force majeure clauses and terms

Insight analyzes common and complex topics including specific obligations (notification requirements and timelines), common points of risk, and key business terms. The clauses and metadata are automatically extracted, creating a profile for each contract which supports a full spectrum of analysis and digital workstreams (e.g. updating other core systems and processes).

### Generate actionable information to accelerate the response

Identify risks, act on opportunities and quickly get the answers to questions without tedious time-consuming search of manual reviews. With Insight, you may use prebuilt questions or configure the AI system to answer bespoke questions. It will find and analyze the relevant information to provide answers in clear terms that can be used to prioritize next steps.

### Accelerate remediation of high-risk contracts

Take action on the AI-organized and prioritized contracts with a single click. Options include assigning to an individual or a group, exporting to Excel/CSV or directing the information to an integrated system through the DocuSign Connector (e.g., SAP Ariba, DocuSign CLM or M&A deal room).

Compare 3 contracts			
Document	TIAAA Master Services Agree...	Consulting Agreement PR.pdf	tc-latin_american_caribbean.pdf
CV19_ForceMajeure_Pandemic	Subject to Section 2.5, neither Party will be liable for any delays or failures in performance (other than payment obligations under this Agreement), losses or damage to the extent due to the following circumstances (or circumstances similar to the following beyond its reasonable control, each a "Force Majeure" event): acts of God, disease, war, terrorism or the public enemy; riot, civil commotion or sabotage; expropriation, condemnation of facilities; Changes in Law, national or state emergencies or other governmental action; strikes, lockouts, work stoppages or other such labor difficulties (other than difficulties suffered by [redacted] or its affiliates or authorized subcontractors); floods, droughts or other severe weather; fires, explosions or other catastrophes; or accidents causing damage to or destruction, in whole or in part, of the equipment or property necessary to perform the Services.		* Force Majeure Event " means an event beyond the affected party's reasonable control, including (without limitation) accidents, severe weather events, acts of God, actions of any government agency, epidemic, pandemic, acts of terrorism, or the stability or availability of the internet or a portion thereof.
CV19_Termination_ConvenienceNotice	Unless otherwise provided in the applicable SOW, Client may, without cause, terminate a SOW (or any portion thereof) by giving at least ninety (90) days prior written notice to [redacted].	Either party may terminate the Services at any time effective upon 30 days written notice to the other.	Either party may terminate these Terms of Sale at any time by providing the other party with at least forty-five (45) days' prior written notice of termination.
CV19_Termination_ConvenienceNotice_Duration	ninety (90) days	30 days	five (45) days
DataBreachNotice	[redacted] further agrees to promptly notify Client of any known breach to [redacted], or any Subcontractor's, physical perimeter that house Client data and/or computer systems which may have compromised Client Personal Data.		

Question	Topic	Subtopic
Does the agreement contain a Force Majeure clause?	Force Majeure	General
Does the Force Majeure clause refer to pandemics or public health events?	Force Majeure	Pandemic
Does the Force Majeure clause contain emergency or governmental action language?	Force Majeure	Emergency
Does the Force Majeure clause require notification in order to excuse performance?	Force Majeure	Notice
Does the Force Majeure clause refer to a period within which the counterparty must be notified of the event?	Force Majeure	Notice Period
Does the agreement set forth a Governing Law?	Governing Law	General
Does the agreement contain a Business Continuity or Disaster Recovery clause?	Continuity of Business	General
Does the agreement allow for termination without cause or for convenience?	Termination	Convenience
Does the Termination for Convenience clause require a minimum notice period in advance of the termination?	Termination	Convenience—Notice Period

List of AI Models included in the specialized model for catastrophic events

**About DocuSign**  
 DocuSign helps organizations connect and automate how they prepare, sign, act on and manage agreements. As part of the DocuSign Agreement Cloud, DocuSign offers eSignature: the world's #1 way to sign electronically on practically any device, from almost anywhere, at any time. Today, more than 750,000 customers and hundreds of millions of users in over 180 countries use DocuSign to accelerate the process of doing business and to simplify people's lives.

## Components

### Comprehensive AI model set

Pre-build, tested AI models designed to answer specific questions.

### Rule book

The rule book explains what to expect from each model, providing an outline of the topics, subtopics and exact questions to be answered by each model.

### Playbook

A new set of views in the system's database that are reflected in the user interface, so you can rapidly review the Insight analysis based on the specialized model for catastrophic events. Views are fully configurable at the system, group and user level.

### Representative topics include

- Continuity of business
- Force Majeure—General & Stated Events
- Force Majeure—Notice & Timing
- Governing Law
- Insurance Provisions
- Jurisdiction
- Liability—Failure to Perform
- Termination Rights

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