

# **Tech & Life Sciences Lawyer Kristie Prinz to Present on “Negotiating Consulting Services Agreements in an Uncertain Economy”**

Silicon Valley Tech & Life Sciences Lawyer Kristie Prinz will present a webinar on “Negotiating Consulting Services Agreements in an Uncertain Economy” on December 30, 2020 from 10 – 11:30 a.m. PST. In the program, Kristie will discuss the key risks in a consulting relationship during an uncertain economy and discuss how to negotiate the terms to minimize the risks. To learn more and register for the program, please [click here](#).

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# **Silicon Valley SaaS Lawyer Kristie Prinz to Present “Introduction to Negotiating & Drafting SaaS Agreements”**

Silicon Valley SaaS Lawyer Kristie Prinz will present “Introduction to Negotiating & Drafting SaaS Agreements” on December 14, 2020 at 10-11:30 a.m. PST. The program will provide an overview of the basic concepts that you need to know before attempting to negotiate and draft a SaaS contract. For more information about the program, please [register here](#).

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# **SaaS Lawyer Kristie Prinz to Present on “Best Practices for Negotiating SaaS Agreements in an Uncertain Economy”**

Silicon Valley SaaS Lawyer Kristie Prinz will present a webinar on “Best Practices for Negotiating SaaS Agreements in an Uncertain Economy” on December 8, 2020 from 10 a.m. to 11:30 p.m. PST. To attend, please register [here](#).

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# **Kristie Prinz to Present Webinar on “Negotiating Consulting Services Agreements in an Uncertain Economy”**

Silicon Valley Tech & Life Sciences Lawyer Kristie Prinz will present on “Negotiating Consulting Services Agreements in an Uncertain Economy” on December 30, 2020 at 10-11:30 a.m. PST. The program will address the key risks in a consulting services relationship during an uncertain economy and how you

negotiate terms to minimize the risks. To learn more about the program or register, please [click here](#).

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## **Kristie Prinz to Present a Webinar on “Introduction to Negotiating & Drafting SaaS Agreements”**

Silicon Valley SaaS Lawyer Kristie Prinz to present a webinar on “Introduction to Negotiating & Drafting SaaS Agreements” on December 14, 2020 from 10-11:30 a.m. PST. The program will provide an overview of the basic concepts that you need to know before attempting to negotiate and draft a SaaS contract. To learn more and register to attend the program, please [click here](#).

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## **Kristie Prinz to Present Webinar on “Best Practices for Negotiating SaaS Agreements in an Uncertain**

# Economy”

Silicon Valley SaaS lawyer Kristie Prinz will be presenting a webinar on “Best Practices for Negotiating SaaS Agreements in an Uncertain Economy” on December 8, 2020 from 10-11:30 a.m. PST. The program will provide an overview on how companies should approach the negotiating of SaaS agreements in the current economy climate and steps they can take to better protect the business in the negotiation process. To learn more about the program and register, please [click here](#).

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## **Force Majeure and the Coronavirus Pandemic: What Does Your Company Need to Know?**

If you are on a law firm mailing list, it is likely that you have seen emails or alerts in the last few weeks that discuss the concept of “force majeure.”

Why has the concept of force majeure suddenly become a favorite topic of law firms around the country? Well, over the month of March, many state and local governments have imposed stay-at-home orders on businesses and their employees. In addition, there have been mass cancellations and closings, all as a result of the coronavirus pandemic. The economic damage arising from these events is already affecting many contractual relationships, rendering parties unable to perform. For this reason, the boilerplate force majeure clause included in many contracts is now anticipated

to take on new significance.

If you are unclear on what exactly a force majeure clause is, this is the clause routinely included in many contracts that specifically addresses what happens if one party cannot perform a contractual obligation due to the occurrence of an event beyond that party's control. Such clauses generally provide that the force majeure event will not constitute a material breach provided that certain requirements are met.

So, do the events of the last month automatically permit the nonperformance of an obligation by a party to a contract if a force majeure clause exists? As is the case with most contract interpretation issues, the answer is not so black and white.

Since this particular set of circumstances has not happened in the lifetime of most practicing lawyers, it is unlikely that the average force majeure clause specifically contemplated the possibility of a pandemic or a widespread, stay-at-home order over an extended period affecting most businesses and workers across an entire city, county, or state. So, the first question will be: is the force majeure clause in the relevant contract drafted broadly enough to apply to specific circumstances causing the failure to perform? A force majeure clause that specifically addressed "acts of government" may be broad enough to apply. However, a force majeure clause that only contemplated "acts of God" or "acts of nature" may not. So, the specific wording of the force majeure clause will be critical. Also, the application may be subject to interpretation, if the applicability depends on words like "beyond the reasonable control of either party" or "epidemic."

Assuming that the definition of force majeure is defined broadly enough to apply to the particular circumstances many businesses and workers have faced over the last month, then the next question to determine will be whether the conditions were met for the force majeure clause to apply. Many force

majeure clauses impose requirements on the affected party that must be met for the force majeure clause to apply. Have these requirements been strictly followed? Is that answer subject to interpretation?

Then, assuming that the force majeure definition applies and the conditions were met, then the next question is whether or not there were any carve-outs for the particular obligation that has not been performed, which render the clause inapplicable? One carve-out that I see from time to time is failure to make a payment.

Finally, assuming that the force majeure definition applies, the conditions were met, and there were no carve-outs that apply, the question will be whether the continuation of the event for an extended period then enables the other party to terminate. It is not uncommon for a force majeure clause to specify that if the event continues for more than thirty or sixty days, then the performing party will be able to terminate.

Of course, there may be other clauses in a particular contract beyond just the force majeure clause that may apply to excuse or simply address a failure or delay in performance. Additionally, if a party is facing the likelihood of not being able to perform, that party always has the option of simply approaching the other party directly and attempting to renegotiate the contract to specifically address the changed circumstances and contemplate a particular resolution. In many cases, this may actually be the preferred way to tackle an unforeseen situation along the lines of what many businesses are facing as a result of the coronavirus pandemic. However, if the other party is not open to renegotiation or other options are just not available, a force majeure clause may provide the contractual answer to the deal with the current circumstances of your business.

If you have questions or concerns about a force majeure clause

and how it might apply to your circumstances, please schedule a consultation today at <https://calendly.com/prinzlawoffice>.

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## **Silicon Valley Lawyer Kristie Prinz to Present a Webinar on “Secrets to Developing a Blog that Effectively Markets Your Law Practice”**

The Virtual Rainmaker Blog is sponsoring a webinar on June 8, 2020 on “Secrets to Developing a Blog that Effectively Markets Your Law Practice” which will provide an overview of what lawyers should consider when they decide to launch a law blog. To register for the webinar, sign up at this link: <https://www.eventbrite.com/e/secrets-to-developing-a-blog-that-effectively-markets-your-law-practice-tickets-105455032842>.

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## **Silicon Valley SaaS Lawyer Kristie Prinz to Present**

# **Webinar on “Negotiating SaaS Contracts in an Uncertain Economy”**

Silicon Valley SaaS Lawyer Kristie Prinz will present a webinar on “Best Practices for Negotiating SaaS Agreements in an Uncertain Economy” on April 20, 2020 at 10:00 a.m.-11:30 PST. For more information, please register at **The Prinz Law Store Website**.

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# **Silicon Valley Tech Transactions Lawyer Kristie Prinz to Present Webinar on “Best Practices for Negotiating Development Agreements in an Uncertain Economy”**

Silicon Valley Tech Transactions Lawyer Kristie Prinz will be presenting a webinar on “Best Practices for Negotiating Development Agreements in an Uncertain Economy” on April 13, 2020 at 10 a.m. – 11:30 a.m. PST. For more information, please register at **The Prinz Law Store Website**.



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# **Silicon Valley Tech Transactions Lawyer Kristie Prinz to Present Webinar on “Negotiating Master Service Agreements in an Uncertain Economy”**

Technology Transactions Lawyer Kristie Prinz will be presenting a webinar on “Negotiating Master Service Agreements in an Uncertain Economy” on April 6, 2020 at 10:00 a.m. PST-11:30 a.m PST. To register, please sign up at **The Prinz Law Store Website**.

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## **SaaS Lawyer Kristie Prinz Presented “Best Practices for Negotiating SaaS Contracts”**

SaaS Lawyer Kristie Prinz presented “Best Practices for Negotiating SaaS Contracts” on March 31, 2020.

A copy of the video recording is available for viewing at this link:

<https://theprinzlawoffice.vhx.tv/products/best-practices-for-n>

# **SaaS Lawyer Kristie Prinz to Present Webinar on “Best Practices for Negotiating SaaS Contracts & Managing Customer Relationships”**

Silicon Valley SaaS Lawyer Kristie Prinz will present a webinar on “Best Practices for Negotiating SaaS Contracts & Managing Customer Relationships” on March 31, 2020 from 10-11:15 a.m. PST. To register for the webinar, please sign up at [\*\*The Prinz Law Store Website\*\*](#).

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## **Practice Tips for Renegotiating Contracts due to Coronavirus Uncertainty and Changed Business Conditions**

If your software company is like many, you are probably already contemplating the renegotiation of certain contracts

due to the uncertainty and changed business conditions arising from the coronavirus pandemic.

However, the renegotiation of contracts will inevitably open your software company up to the possibility of having to agree to terms and conditions far less favorable than what you previously agreed to. Furthermore, if not carefully drafted, any modification to an existing agreement could create legal issues that did not previously exist, leaving your software company in a vulnerable position should your company end up in a legal dispute with the other party down the road.

So, what are some practice tips for the successful renegotiation of contracts in a period of economic and business uncertainty?

First and foremost, approach contract re-negotiations as an opportunity to clarify any vague or uncertain terms in the previously executed contract. It is critical in periods of economic and business uncertainty to fully contemplate in the contract the parties' intentions. So, a renegotiation is the perfect time to address any such issues that have come to light with the contract since execution. You definitely do not want to spend the time and money on renegotiating only to leave in the contract all the problems that have previously come to light with it, any one of which could result in a contract dispute down the road. Also, you want to think through all the possible scenarios that could arise and make certain the contract fully addresses those possibilities. For example, right now, many cities around the world are in lockdown for a period that has been assigned an expected end date. What happens if the date gets pushed back by three months? How does this impact the relationship? What happens if the date gets pushed back by six months? How does this impact the relationship? Thinking through the implications on the contract of potential scenarios and ensuring they are appropriately addressed in the contract is key.

Second, approach contract renegotiation with the intention of ensuring that the terms will be a “win” for both parties. In other words, both sides of the contract should obtain a benefit from the renegotiation, so that one side is not making all of the concessions on the mere promise of a future relationship. For example, if one side is seeking new payment terms, consider whether the other party would benefit from a longer contractual commitment. Good relationships require mutuality for both sides to remain satisfied with that relationship. If one side feels forced to agree to terms against its interest, then the relationship is likely to be negatively impacted on an ongoing basis.

Third, anticipate the possibility that the contract renegotiation does not truly resolve the issue prompting the renegotiation and develop a fallback solution that will enable the parties to easily go their separate ways without the necessity of further negotiations or proceedings. Contemplate what terms would need to be included that would allow for a clean and painless parting of ways if the issues do not end up being resolved by the modification.

Fourth, make sure you are really contemplating the full impact of the proposed modification(s) on every single clause of the contract, and not a single clause or set of clauses in the contract. Perhaps the single most common mistake I see with contract modifications is that parties fail to contemplate how a modification affects an entire agreement and draft documents that add a lot of uncertainty into the terms. Even a minor modification has the potential to impact all or nearly all of the clauses in a previously executed document. Thus, make sure you have taken the time to fully contemplate the impact of a proposed modification before agreeing to it.

Fifth, make sure you identify the specific contract you are modifying, and the specific clauses you are modifying, as well as what specific modifications you are making. Also, clearly state what happens specifically to the clauses you are not

modifying. The worst contract modifications are unclear as to the contract version being modified and/or the specific clauses being modified, and are not clear as to the effect on other clauses. An effective contract modification is one that does not create new uncertainty.

The bottom line is that even a seemingly simple modification proposal requires careful contemplation beyond just merely the request proposed. While it might be tempting to cut corners with a contract renegotiation in order to save on legal fees or expedite the signing of a contract modification in an uncertain economic climate, such decisions often lead to disputes with previously good relationships that would never have arisen otherwise. It generally pays to take the time do a contract modification the right way.

If you have questions about how to best renegotiate a contract, please schedule a consultation today at <https://calendly.com/prinzlawoffice>.

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## **SaaS Lawyer Kristie Prinz to Present on “Negotiating SaaS Agreements”**

SaaS Lawyer Kristie Prinz will present on “Negotiating SaaS Agreements: Drafting Key Contract Provisions, Protecting Customer and Vendor Interests” for Virginia-based Clear Law Institute on March 23, 2020 at 1 p.m. ET/10 a.m. PT.

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# **Silicon Valley SaaS Attorney Kristie Prinz to Present on “Negotiating SaaS Agreements” for Clear Law Institute**

Silicon Valley SaaS lawyer Kristie Prinz will be presenting on “Negotiating SaaS Agreements: Drafting Key Contract Provisions, Protecting Customer and Vendor Interests” for Clear Law Institute on March 23, 2020 at 1 p.m. ET/10 a.m. PT.

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## **Capitalizing on SaaS Sales Opportunities During the Coronavirus Crisis Without Creating New Legal Risks**

Although many businesses are concerned about the potential economic fallout of recent shelter-in-place orders in Silicon Valley as well as more limited office and business closings across the United States, the coronavirus crisis is presenting a unique sales opportunity to savvy SaaS companies, given the fact that much of the United States workforce has suddenly been forced to work remotely.

How can your company capitalize on the sales opportunities now

presented by the increased demand for SaaS and other tech solutions while avoiding the legal pitfalls that can arise from economic uncertainty?

First and foremost, increased customer demand presents an opportunity to improve poorly drafted contracts, which can be more easily renegotiated in conjunction with a customer-initiated request. If your customer is looking to add user access or other services as a result of the new focus on a remote workforce, then you may want to update your customer contract at the same time, particularly given all the predictions of a post-coronavirus recession. It would be in your company's best interests to have a strong contract in place with your customers in the event of any recession, since poor economic conditions tend to result in contract cancellations by customers. If you have never had your customer contract reviewed by a lawyer with SaaS contract expertise, now might be a perfect time to do so in conjunction with meeting any new customer demand, so that your business is better prepared to weather an economic downturn and customers looking for loopholes to walk away from your agreement.

Second, if your customer is looking to add authorized users at new locations, ensure that you are addressing the new sales by properly amending your existing contract as contemplated by the SaaS lawyer who originally drafted the contract. More often than not, I see companies making huge mistakes with subsequent SaaS sales, where they execute amendments that incorrectly override key terms in their original contracts or add significant legal loopholes into the original contracts. Obviously a poorly drafted amendment can completely undo any investment you made in a well written original agreement, and can create legal disputes where you previously had none. So, you definitely want to exercise a high degree of care to ensure that any new sales are appropriately addressed by a correctly drafted amendment.

Additionally, you need to consider whether any implementation

services will be required to make these additions, whether the possibility of future implementations was contemplated by the original contract, and how the delivery of implementation services might be impacted as a result of the coronavirus pandemic or any economic conditions that might arise as a result of the pandemic. In the prior recession, implementation was one of the most commonly disputed issues between software companies and customers.

Third, if your customer has gone entirely remote, you need to anticipate a greater demand for various types of support services, which also creates new customer sales opportunities. For example, perhaps instead of one-size-fits-all free standard support, there may now be a customer demand for multiple levels of paid, enhanced support services. However, if your company suddenly decides to completely revamp support services in response to new customer demand, you definitely need to make sure such changes have been contemplated in your original contract, and to the extent they have not, make sure the contract again is appropriately amended to address a complete revamp of your support offering.

Fourth, you may find that your customer now has new custom functionality or feature development needs in response to changing service demands by the customer's own client base, which is similarly responding and trying to adapt to the same crisis. If you are fortunate enough to have this type of opportunity arise, then you need to ensure that ownership of custom functionality features was sufficiently contemplated by the original contract with your customer, not only with respect to whether or not those features can subsequently be made available to your entire customer base but also with respect to the specific terms for costs, timetable, and specifications for development. To the extent these issues are not fully addressed by your original contract, you will want to make sure they are properly addressed by separate agreement. In light of the current crisis, you will want to



ensure that any potential delays that might arise due to the coronavirus crisis have been properly addressed in the terms.

Fifth, the new circumstances may present new customer demands for live and recorded remote training that did not exist previously, which may be able to be sold at different price-points. However, again, if such an opportunity for sales presents itself, you should ensure that your original contract contemplated the possibility of different levels of training for a fee being purchased by the customer. If not, then you will want to ensure that your agreement is properly amended to reflect the new training service offerings. And of course, if your customer is seeking training to be provided by a particular instructor, you will want to ensure that the possibility of that instructor falling seriously ill to coronavirus has been contemplated and any risks properly addressed.

Sixth, the new remote circumstances may present customer demands for enhanced levels of service in terms of available bandwidth and other service enhancements, which you also may be able to make available to customers at different price-points. Should this arise, you will again need to ensure that the possibility of different levels of service was contemplated by the original agreement, and if not, appropriately amend the agreement to address this possibility.

Finally, the new remote circumstances may present opportunities to sell new professional services to your customers that you had not previously considered. Should an opportunity of this nature arise, then you will need to ensure that the possibility of future professional services was contemplated by the original agreement, and if not appropriately amend the agreement to address this possibility and then potentially draft a separate professional service agreement that addresses the contemplated services required by the customer.

All in all, the coronavirus crisis is presenting a unique business opportunity for cloud-based SaaS providers to deliver more services to a workforce suddenly forced to work remotely. However, to capitalize on the opportunity to meet the demands of a newly remote workforce, SaaS companies will need to apply a high level of care to the technical drafting of their contracts. Otherwise, to the extent they cut corners, they are likely to pay the price by attracting customer disputes in a subsequent weak economy.

To explore how you might capitalize on SaaS sales opportunities in the current business climate, please schedule a consultation today at <https://calendly.com/prinzlawoffice>.

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## **Silicon Valley Tech Transactions Lawyer Kristie Prinz to Present Webinar Series on Negotiating in an Uncertain Economy**

Silicon Valley Tech Transactions Lawyer Kristie Prinz will be presenting a series of webinars on negotiating in a very uncertain economy, sharing practice tips developed and lessons learned from the last recession. Kristie will be kicking off the series with a **webinar** on “Best Practices for Negotiating Master Services Agreements in an Uncertain Economy” on April 6th, followed by a **webinar** on “Best Practices for Negotiating Development Agreements in an Uncertain Economy” on April 13th, and and a **webinar** on “Best Practices for Negotiating SaaS

Agreements in an Uncertain Economy” on April 20th. The next webinars in the series will be announced soon. To register for any of these programs, please check out the webinar notices at **The Prinz Law Store Website**.

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