

CONTRACT SIFTER

PLAYBOOK FOR POLICYHOLDERS

VICTOR CONTRACT SIFTER



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VICTOR CONTRACT SIFTER

This market-changing new offering combines Victor's insurance coverage and risk management expertise with LegalSifter's Artificial Intelligence-powered contract review software.

Victor Contract Sifter provides you with a fast and easy way to spot potential coverage issues and receive actionable guidance on common issues that relate to insurability in professional services agreements. Victor is leveraging AI to expand the accessibility of its contract review services and to provide you with access to real-time and practical risk management guidance.

The software uses AI, in the form of "Sifters," which are trained to read text and identify important and relevant insurability concepts in contracts. The Sifters learn from user feedback and improve over time. Victor's in-context expert advice regarding issues of professional liability is embedded in the product and is available to users in every Sift. An integrated routine of "Sifting before you sign" in the contract review process will help design firms embed good risk management practices into their culture.



PRODUCT BENEFITS



Victor Contract Sifter offers:

- **Issue spotting and in-context expertise**

After you upload a professional services agreement into Victor Contract Sifter, within minutes, the product identifies common insurability and practice management issues and offers Victor's guidance on those issues, including:

1. an explanation of the concept or issue;
2. professional liability or insurability concerns associated with the issue;
3. a recommended response and;
4. sample language.

- **Efficiency and standardization**

AI-powered issue spotting speeds the process of contract review. Over time, you will gain lasting insight into key issues and learn how to respond effectively to those issues as you negotiate contracts. This approach to contract review may reduce risk and increase standardization of contract terms.

- **An effective training tool**

The product serves as a great teaching tool for contract reviewers who may not be familiar with liability issues in the design and construction industry.

- **A complete solution**

The final redlined document with commentary can be exported out of the application as a Word document. The edited redlined document with proposed modifications can be sent as an attachment to your client, which will ease the contract negotiation process.

PRODUCT LIMITATIONS

Victor Contract Sifter does not:

- **Review all types of contracts**

The product is optimized for the review of design firm professional services contracts. The issue spotting and expertise in Victor Contract Sifter are applicable to only these types of contracts. You should not use Victor Contract Sifter for the review of—or expect to receive appropriate risk management guidance for—other industry-related contracts such as Lender Consents to Assignments, NDAs, Joint Venture Agreements, Teaming Agreements, Lien Waivers, real estate or rights of way acquisition services or other non-professional services contracts.

- **Substitute for human judgment**

The AI does not tell you whether the issues it has spotted in a contract are good or bad; the AI flags the issue and Victor's added expertise within the product helps you determine how to respond to these issues. In other words, the AI predicts the issues present in the contract and you—with the help of Victor—make a judgment on how to respond to those issues. As a reminder, Victor's expertise provides succinct guidance related to four areas:

1. Issue
2. Concern
3. Response
4. Sample language

The guidance may also provide a hyperlink to other resources on the topic.

- **Substitute for legal advice**

This is not a legal review; it is a review of general insurability issues and other common practice management issues, such as copyright protections.



NAVIGATING VICTOR CONTRACT SIFTER

Start at the [Victor Contract Sifter homepage \(https://www.victorinsurance.com/us/policyholders/victor-risk-advisory/us/design-construction-open-resources/contract-sifter.html\)](https://www.victorinsurance.com/us/policyholders/victor-risk-advisory/us/design-construction-open-resources/contract-sifter.html)

REFERENCE MATERIALS

Victor Contract Sifter

This market-changing offering combines Victor's insurance coverage and risk management expertise with LegalSifter's artificial intelligence-powered contract review software.

Victor Contract Sifter is an automated contract review tool.

Victor insureds simply upload a professional services agreement and, within minutes, receive a list of missing and found insurability and practice management issues, along with actionable guidance from Victor experts.

If you are a current Design & Construction policyholder, request a [Victor account](#) to access Victor Contract Sifter.

If you are creating a new account please allow a couple days to set up your account. Once your account is ready, you'll receive a Welcome email from LegalSifter with a few simple steps to get started.

If you have questions about Victor Contract Sifter, please email siftersupport@victorinsurance.com.

LOGIN/REGISTER



Click on "Log in or register"

Welcome, [REDACTED]

Need assistance? Email info.us@victorinsurance.com



VICTOR RISK ADVISORY

To help you understand and overcome challenges, Victor Risk Advisory offers rock-solid industry insights, thought leadership, risk mitigation resources and much more.

GET STARTED



CONTINUING YOUR EDUCATION

Policyholders have access to free continuing education for professional development and ethics, and accredited courses on risk management for design professionals.

GET STARTED

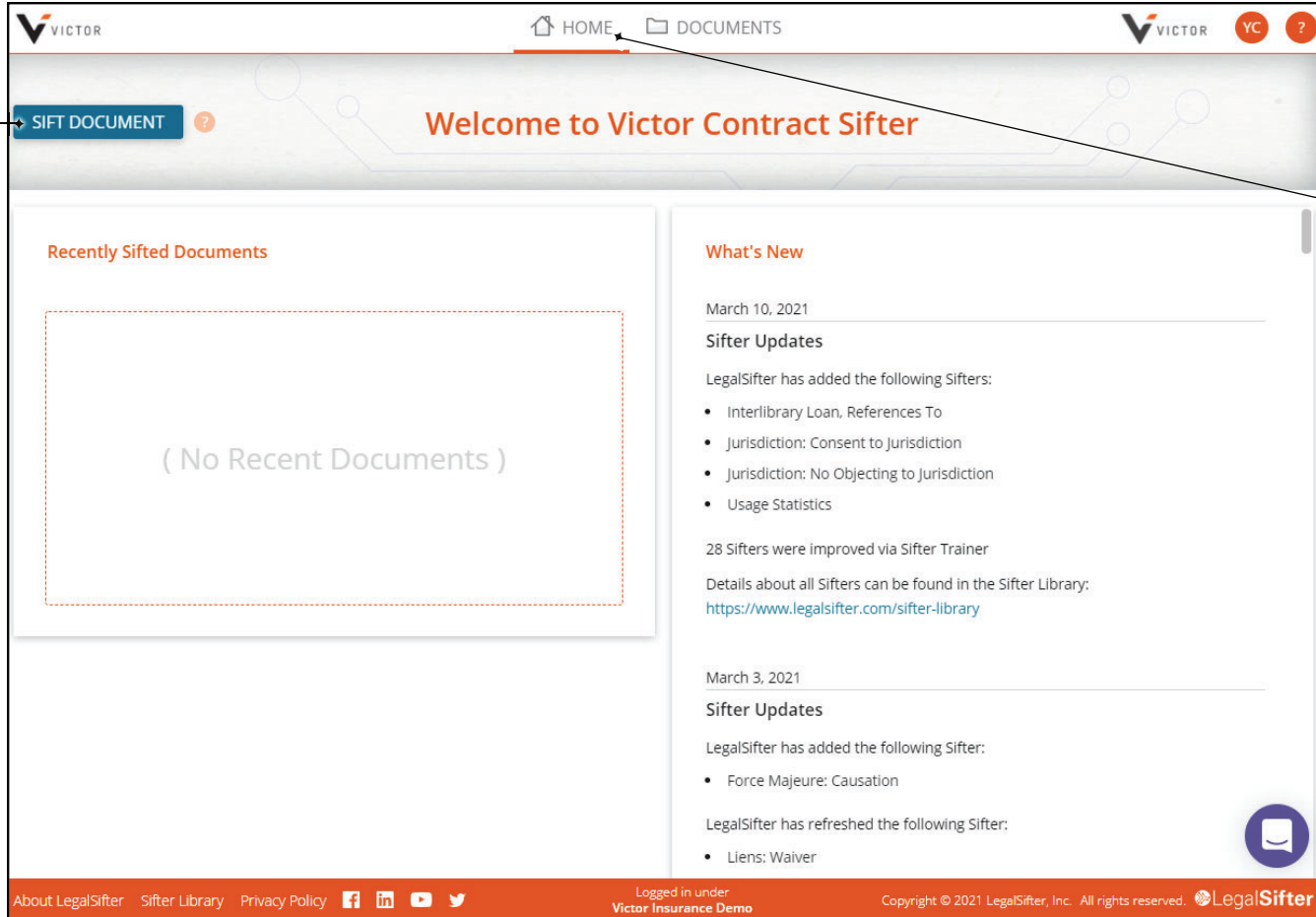


VICTOR CONTRACT SIFTER

Design and construction policyholders have access to our automated contract review tool. Simply upload a contract and receive actionable guidance within minutes.

GET STARTED

Once logged in, click on "Get Started" under the Victor Contract Sifter tile



Click "Sift document" to begin the Sifting process

This is how your home page will be displayed

The screenshot displays the Victor Sifter web application interface. At the top, there is a navigation bar with 'HOME' and 'DOCUMENTS' tabs, and the Victor logo. A 'SIFT DOCUMENT' button is visible in the top left. The main content area is titled 'My Documents'. A modal dialog box titled 'Choose a Document Type' is open in the center. It features a search bar labeled 'Filter by name or keyword'. Below the search bar, a list item is highlighted in orange: 'Professional Service Agreement - Issue Spotter'. To the right of this item, there is a detailed description: 'Professional Service Agreement - Issue Spotter' followed by a paragraph explaining that the tool is optimized for professional services agreements in prime position contract structures and that it can identify unmanageable risks. At the bottom of the dialog, there are 'Cancel' and 'Continue' buttons. The background interface shows a sidebar with 'Folders' including 'My Documents', 'Shared with me', and 'Trash'. The footer contains links for 'About LegalSifter', 'Sifter Library', 'Privacy Policy', and social media icons, along with login information and copyright details.

Select the "document type" and click "continue" to begin Sifting. You'll be prompted to select the contract you want the tool to review. Select the contract from your PC and the Sifting process will automatically start.

VICTOR

HOME DOCUMENTS

VICTOR YC ?

SIFT DOCUMENT ?

My Documents

Shared with me

Trash

| File Name | Document Type | Sifted | Shared? | Actions |
|-----------------|--|------------|---------|---------|
| V Demo Contract | Professional Service Agreement - Issue Spotter | Sifting... | | |

About LegalSifter Sifter Library Privacy Policy

Logged in under Victor Insurance Demo

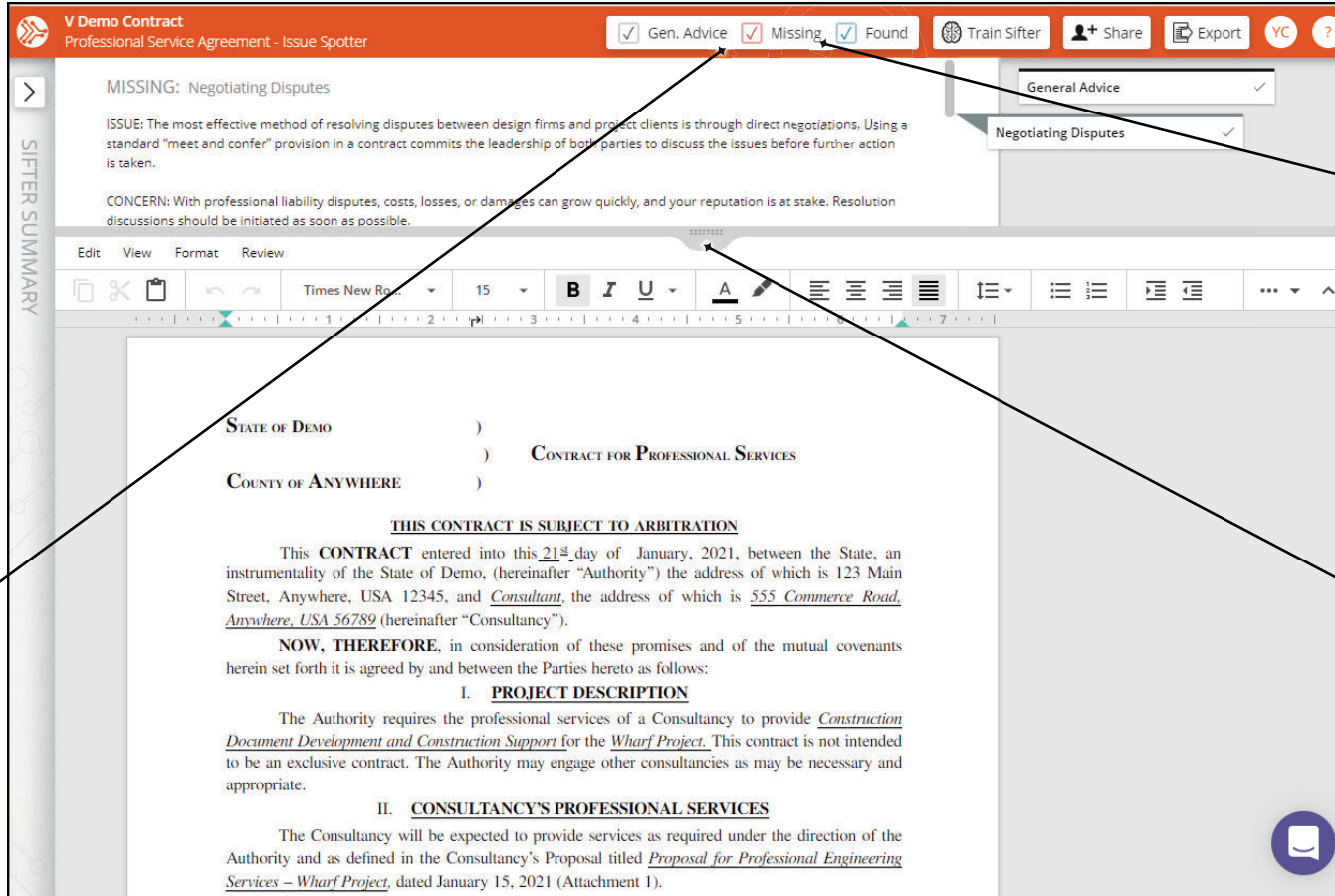
Copyright © 2021 LegalSifter, Inc. All rights reserved. LegalSifter

This progress notation will be displayed as the contract is being reviewed

| File Name | Document Type | Sifted | Shared? | Actions |
|-----------------|--|---------------------|---------|---------|
| V Demo Contract | Professional Service Agreement - Issue Spotter | Today at 9:44am EST | | OPEN |

“Documents” is where your Sifted contracts will be stored

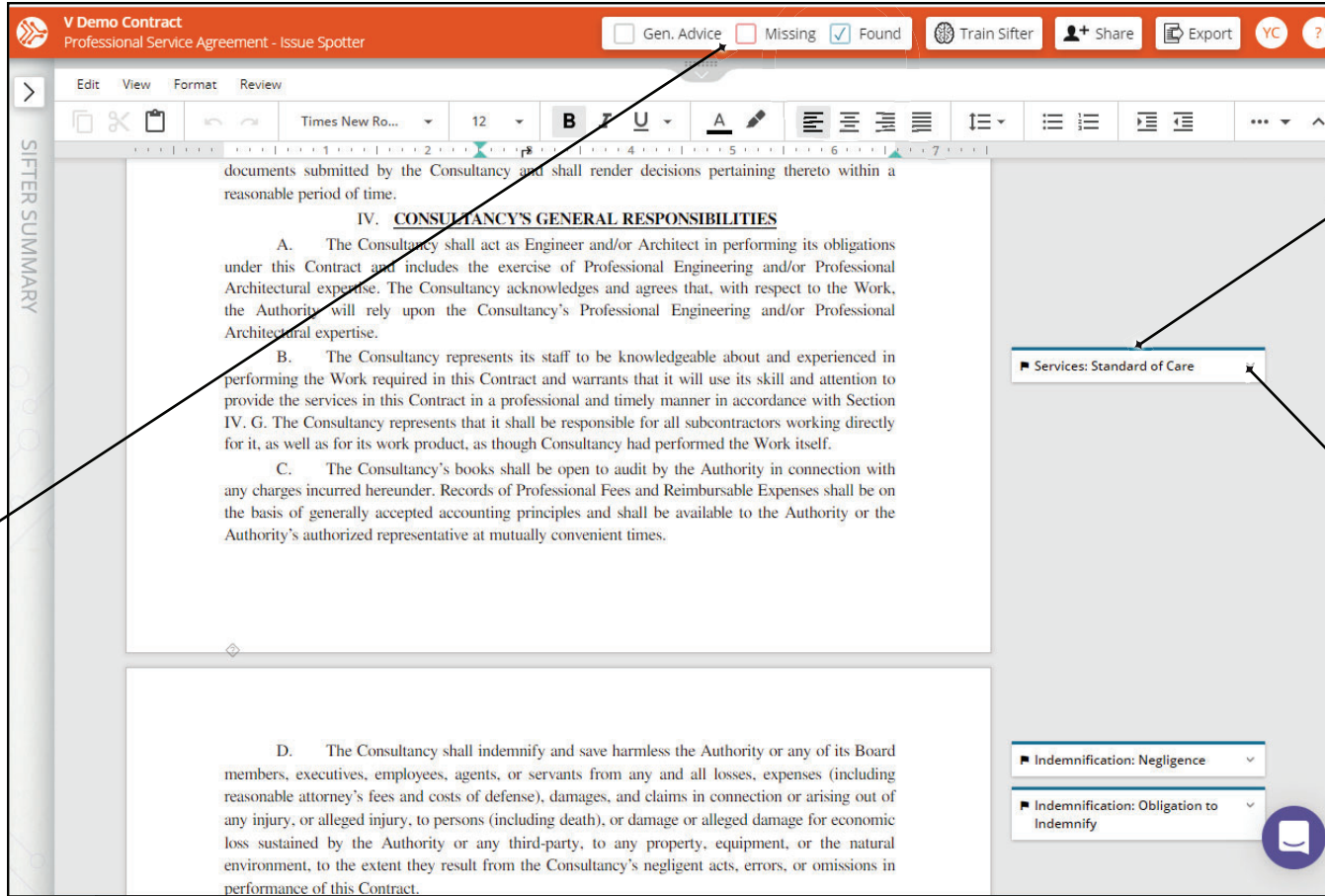
Once the contract has been Sifted, you can now open the document to review any issues/concepts found or missing



Use these options to clean up the Sifted contract

Bulk dismiss or view Sifters (the concepts/issues)

This bar can be dragged up and down. "Missing" Sifters (concepts) are displayed above the bar, while "found" Sifters (concepts) are displayed below the bar



If you only want to view "found" Sifters, uncheck the other boxes

"Found" Sifters are displayed in the margin of your contract

Click to expand and view built-in Victor guidance

V Demo Contract
Professional Service Agreement - Issue Spotter

Gen. Advice Missing Found Train Sifter Share Export YC ?

Edit View Format Review

Times New Ro... 12 B I U A

SIFTER SUMMARY

Consulting Firm's performance of the services to be proprietary and shall be used by the Consultancy only in the performance of its duties hereunder, unless such information is available from public sources. The Consultancy shall be entitled to rely on the accuracy of information furnished by the Authority, except to the extent any inaccuracies are or should be apparent to the Consultancy either by review alone or in the context of other available information. The Consultancy shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of the Authority or unless in response to legal process.

G. All work products developed under this Contract, whether complete or not, shall be the property of the Authority. In addition to the required deliverables the Consultancy shall promptly provide to the Authority, upon request, copies of all work products, whether complete or not, as the work progresses. The Consultancy shall also provide to the Authority all hardcopies and electronic files of letters, external emails, memoranda, studies, reports, drawings, analyses, calculations, and other work product upon Contract completion and/or termination.

H. The Consultancy shall exercise the same degree of care, skill, and diligence in the performance of the services that would reasonably and ordinarily be expected from a skilled and experienced Professional Engineer and/or Professional Architect applying the standards generally adopted by skilled and experienced Professional Engineers and/or Professional Architects in relation to projects of a scale and complexity equivalent to the Work. The Consultancy shall, at no cost to the Authority and upon demand, promptly re-perform services which fail to satisfy the foregoing standard of care. The Consultancy further agrees that the Work will be fit for the Authority's intended purposes, will comply with all applicable federal, state, and local laws and regulations, and will reflect that degree of skill.

L. The Consultancy shall, without additional expense to the Authority, be responsible for obtaining and maintaining in force at all times any necessary licenses and permits required and issued by the state, a municipality or county for conducting business.

Intellectual Property: Ownership and No Transfer

ISSUE: Consulting agreements generally provide clients with the license to use design documents for the specific project. If you are required to transfer ownership of documents, be aware that there are varying levels of ownership. There are physical documents, but the transfer of the ownership of them does not transfer the copyright. Copyright prevents them from being reproduced or modified without the copyright owner's permission. Lastly, in the case of building designs, there is a separate copyright on the "architectural work."

CONCERN: Documents are not products, but instruments of professional service, so transfer has to address all ownership issues of the deliverables and the services that generated such deliverables. Moreover, transfer should never take place unless it is tied to the full payment of fees, otherwise leverage to secure payment from the client is lost. Also, include contractual protection from claims that might result from a future use of the deliverables.

RESPONSE: If transfer is required,

Built-in guidance from Victor

V Demo Contract
Professional Service Agreement - Issue Spotter

Gen. Advice Missing Found Train Sifter Share Export

Edit View Format Review

Times New Ro... 12 B I U A

SIFTER SUMMARY

D. The Consultancy shall indemnify and save harmless the Authority or any of its Board members, executives, employees, agents, or servants from any and all losses, expenses (including reasonable attorney's fees and costs of defense), damages, and claims in connection or arising out of any injury, or alleged injury, to persons (including death), or damage or alleged damage for economic loss sustained by the Authority or any third-party, to any property, equipment, or the natural environment, to the extent they result from the Consultancy's negligent acts, errors, or omissions in performance of this Contract.

E. The Consultancy shall promptly pay all indebtedness for labor, materials, tools, and equipment used in the performance of this Agreement, and for any services rendered or products supplied by any vendors or subcontractors working directly for the Consultancy in connection with the performance of this Agreement. If requested by the Authority, the Consultancy shall promptly furnish evidence satisfactory to the Authority of the full payment of such indebtedness. The Consultancy shall hold the Authority harmless from any and all losses, costs, damages, liabilities, or expenses incidental to such indebtedness.

F. The Consultancy shall consider all information provided by the Authority, including drawings, reports, studies, design calculations, specifications, and other documents resulting from the Consulting Firm's performance of the services to be proprietary and shall be used by the Consultancy only in the performance of its duties hereunder, unless such information is available from public sources. The Consultancy shall be entitled to rely on the accuracy of information furnished by the Authority, except to the extent any inaccuracies are or should be apparent to the Consultancy either by review alone or in the context of other available information. The Consultancy shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of the Authority or unless in response to legal process.

G. All work products developed under this Contract, whether complete or not, shall be the property of the Authority. In addition to the required deliverables the Consultancy shall promptly

Indemnification: Negligence

ISSUE: An indemnification provision requires one party to agree to pay for the cost of possible future damages, losses, or injuries to the other party. The professional liability policy will respond to an allegation of negligence in the performance of professional services and will indemnify a firm's client for those costs, losses, or damages to the client to the extent they are due to the firm's negligence.

CONCERN: The professional liability policy will not pay the upfront cost to defend your client for an allegation of negligence in the performance of professional services. It will only pay actual damages, which could include the costs to the client to defend itself against a third-party claim, but only after the costs are determined to be damages caused by the failure of the firm to meet the normal professional standard of care for the services performed.

RESPONSE: The interpretation and enforceability of indemnity provisions depends upon state law. There are significant differences on how jurisdictions interpret and enforce indemnity provisions. Accordingly, when drafting or reviewing indemnity provisions, consultation with legal counsel is essential. Your legal advisor might suggest the language below as an indemnification provision that tracks with professional liability insurance coverage and your state law. Learn more from our article

If you want to dismiss the found Sifter, click the checkbox to "resolve"

V Demo Contract
Professional Service Agreement - Issue Spotter

Gen. Advice Missing Found Train Sifter Share Export YC ?

Edit View Format Review

Times New Ro... 12 B I U A

SIFTER SUMMARY

security precautions to protect its workers at all times during the Term of this Contract.

K. The Consultancy shall provide a list of subcontractors for the Authority's review and approval prior to engaging the subcontractor's services. The Consultancy shall not contract with a proposed person or entity to which the Authority has made reasonable and timely objections.

L. The Consultancy shall comply with the State Drug-Free Workplace Act.

M. The Consultancy shall comply with the State Illegal Immigration Reform Act.

N. All products and deliverables shall be presented to the Authority in accordance with the Authority's latest "Graphic Requirements". The current graphic standards, as of the execution date of this contract, are included as Attachment 2. Consultancy shall verify that it is working to the latest graphic standard upon starting a new project.

O. Except as provided in Section IV.P and notwithstanding anything whatsoever contained in this Agreement to the contrary, to the extent permitted by law, the Parties expressly agree that no Party to this Agreement shall be liable to any other Party or Parties to this Agreement for any special, consequential or exemplary damages of any kind whatsoever, whether arising in contract, warranty, tort (including but not limited to negligence), strict liability, or otherwise, including without limitation losses of use, profits, business reputation and financing. Nothing in this Agreement shall be construed to give any person or entity other than the Authority and the Consultancy any legal or equitable right, remedy or claim under this Contract, except as may otherwise be provided for in this Contract, or as provided by law. Nothing in this Section IV.O is intended to prevent or prohibit the Parties from seeking the recovery of actual damages pursuant to applicable law.

P. The Parties recognize that time is of the essence and that the Authority will suffer financial loss if the Work is not completed by June 15, 2021 (Phase 1) and November 15, 2021 (Phase 2) ("Guaranteed Work Substantial Completion Date"). The Parties further agree that it would be extremely difficult and impracticable under presently known and anticipated facts and circumstances to ascertain and fix the actual damages the Authority would incur if the Consultancy does not sufficiently complete the Work so that the Authority can use the Work for its intended purposes ("Work Substantial Completion") by the Guaranteed Work Substantial Completion Date. Accordingly, if the Consultancy does not achieve Work Substantial Completion by the Guaranteed Work Substantial Completion Date, the Consultancy shall pay to the Authority, as liquidated damages, One Hundred Dollars (\$100.00) per day following the Guaranteed Work Substantial Completion Date until the date the Consultancy achieves Work Substantial Completion. The

provision. Learn more from our article, "Ownership Without Transfer of Rights to Project Deliverables," at <https://www.victorinsurance.com/School-of-risk-management/ownership-without-transfer-right/>.

SAMPLE: The standard language in AIA document B503-2017 states: "Upon payment of all sums due or anticipated to be due the Architect under this Agreement and upon performance of all the Owner's obligations under this Agreement, the latest original Drawings, Specifications and the latest electronic data prepared by the Architect for the Project shall become the property of the Owner. This conveyance shall not deprive the Architect of the right to retain electronic data or other reproducible copies of the Drawings and Specifications or the right to reuse information contained in them in the normal course of the Architect's professional activities. The Architect shall be deemed the author of such electronic data, documents and design, and shall retain all rights not specifically conveyed, and shall be given appropriate credit in any public display of such documents. The Owner shall not use or authorize any other person to use the Drawings, Specifications, electronic data and other Instruments of Service on other projects, for additions to this Project or completion of this Project by others so long as the Architect is not adjudged to be in default under this Agreement. Reuse without the Architect's professional involvement will be at the Owner's sole

Highlight sample language in order to cut and paste into the contract

Use keyboard commands "Ctrl + C" to copy and "Ctrl + V" to paste language

The screenshot shows a software interface for editing a contract. The title bar reads "V Demo Contract Professional Service Agreement - Issue Spotter". The top navigation bar includes "Gen. Advice", "Missing", "Found", "Train Sifter", "Share", "Export", "YC", and "?". The main editing area contains two paragraphs of text. The second paragraph, starting with "G. All work products developed under this Contract...", has several words highlighted in red. A comment box on the right side of the page is open, showing a dropdown menu with "Intellectual Property: Ownership and No Transfer" selected, and a list of authors with "Yvonne Castillo" selected. The text "Added Content" is visible below the author name. A vertical sidebar on the left is labeled "SIFTER SUMMARY".

Pasted sample language will appear in a different color

Note that the author will be color-coded to match the pasted language. Any comments and changes made by this author will be color-coded too.

Click here to expand and view Sifters in alphabetical order. If you click on one of the concepts, you will be taken to where it was found within the contract.

V Demo Contract
Professional Service Agreement - Issue Spotter

Gen. Advice Missing Found Train Sifter Share Export YC ?

SIFTER SUMMARY

- General Advice
- Missing
- Found
 - Arbitration
 - Consequential Damages or Loss
 - Dispute Resolution
 - Governing Law
 - Indemnification: Negligence
 - Indemnification: Obligation to Indemnify
 - Indemnification: Obligation to Indemnify
 - Insurance: Additional Insured, References To
 - Intellectual Property: Ownership and No Transfer
 - Liquidated Damages

the Authority's latest "Graphic Requirements". The current graphic standards, as of the execution date of this contract, are included as Attachment 2. Consultancy shall verify that it is working to the latest graphic standard upon starting a new project.

O. Except as provided in Section IV.P and notwithstanding anything whatsoever contained in this Agreement to the contrary, to the extent permitted by law, the Parties expressly agree that no Party to this Agreement shall be liable to any other Party or Parties to this Agreement for any special, consequential or exemplary damages of any kind whatsoever, whether arising in contract, warranty, tort (including but not limited to negligence), strict liability, or otherwise, including without limitation losses of use, profits, business reputation and financing. Nothing in this Agreement shall be construed to give any person or entity other than the Authority and the Consultancy any legal or equitable right, remedy or claim under this Contract, except as may otherwise be provided for in this Contract, or as provided by law. Nothing in this Section IV.O is intended to prevent or prohibit the Parties from seeking the recovery of actual damages pursuant to applicable law.

P. The Parties recognize that time is of the essence and that the Authority will suffer financial loss if the Work is not completed by June 15, 2021 (Phase 1) and November 15, 2021 (Phase 2) ("Guaranteed Work Substantial Completion Date"). The Parties further agree that it would be extremely difficult and impracticable under presently known and anticipated facts and circumstances to ascertain and fix the actual damages the Authority would incur if the Consultancy does not sufficiently complete the Work so that the Authority can use the Work for its intended purposes ("Work Substantial Completion") by the Guaranteed Work Substantial Completion Date. Accordingly, if the Consultancy does not achieve Work Substantial Completion by the Guaranteed Work Substantial Completion Date, the Consultancy shall pay to the Authority, as liquidated damages, One Hundred Dollars (\$100.00) per day following the Guaranteed Work Substantial Completion Date until the date the Consultancy achieves Work Substantial Completion. The Consultancy agrees that the liquidated damages specified in this Section IV.P are reasonable in amount and are not disproportionate to the Authority's actual anticipated damages, including the Authority's inconvenience, lost opportunities, loss of use, and loss of profit, in the event the Consultancy fails to achieve Work Substantial Completion by the Guaranteed Work Substantial Completion Date. The liquidated damages provided in this Section IV.P are intended to compensate the Authority for damages suffered by the Authority as a result of the Consultancy's failure to achieve

shall indemnify a and the Owner's employees harm damages, losses from claims by th reasonable attor expenses recove law, but only to t caused by the ne omissions of the employees and it performance of f under this Agree obligation to ind Owner and the C employees harm duty to defend. T indemnify the Ov 8.1.3 shall be lim proceeds of the i required by this /

Reply...

- Indemnit Indemnit
- Indemnit Indemnit
- Intellectu and No T

Start by entering the person's name and the system will auto-populate

Click "submit" to share the Sifted contract with your edits/comments. Recipients will be emailed with a link to access the document.

The "Share" feature allows you to collaborate on contract reviews with others in your organization

You can share and provide others with the authority to apply further edits

Clicking "Shared with me" displays a list of contracts that were shared with you to review

The screenshot shows the VICTOR web application interface. At the top, there are navigation links for HOME and DOCUMENTS, and the VICTOR logo on both sides. Below the navigation is a toolbar with buttons for OPEN, SHARE, TRASH, EXPORT, and PLAIN. A notification indicates "1 document selected".

The main content area displays a table of documents:

| <input checked="" type="checkbox"/> | File Name | Document Type | Sifted | Shared? | Actions |
|-------------------------------------|-----------------|--|---------------------|---------|----------------------|
| <input checked="" type="checkbox"/> | V Demo Contract | Professional Service Agreement - Issue Spotter | Today at 3:54pm EST | | OPEN |

On the left side, there is a sidebar with a "SIFT DOCUMENT" button and a "Folders" section containing "My Documents", "Shared with me", and "Trash".

At the bottom, there is a footer with links for "About LegalSifter", "Sifter Library", and "Privacy Policy", along with social media icons and copyright information: "Logged in under Victor Insurance Demo" and "Copyright © 2021 LegalSifter, Inc. All rights reserved.".

When you click this checkbox, the toolbar above provides options for managing your documents, including deleting contracts

You can create folders and organize Sifted contracts by client, etc.

The screenshot shows the VICTOR web application interface. At the top, there are navigation links for 'HOME' and 'DOCUMENTS'. The main heading is 'My Documents'. On the left, a sidebar contains a 'SIFT DOCUMENT' button and a 'Folders' section with a plus sign. Below 'Folders', there are links for 'My Documents', 'Shared with me', and 'Trash'. The main content area displays a table of documents with columns for 'File Name', 'Document Type', 'Sifted', 'Shared?', and 'Actions'. Two rows of documents are visible, both titled 'V Demo Contract' and of type 'Professional Service Agreement - Issue Spotter'. A 'New Folder' dialog box is centered on the screen, featuring a text input field and 'Cancel' and 'Go' buttons. A footer bar at the bottom contains links for 'About LegalSifter', 'Sifter Library', and 'Privacy Policy', along with social media icons and copyright information.

| File Name | Document Type | Sifted | Shared? | Actions |
|-----------------|--|----------------------|---------|---------|
| V Demo Contract | Professional Service Agreement - Issue Spotter | Today at 12:26pm EST | | OPEN |
| V Demo Contract | Professional Service Agreement - Issue Spotter | Today at 9:44am EST | | OPEN |

When you create a folder, this pop-up box will appear, enabling you to create a title

The screenshot shows the VICTOR web application interface. At the top left is the VICTOR logo. The navigation bar includes 'HOME' and 'DOCUMENTS'. In the top right corner, there are two circular icons: one with 'YC' and another with a question mark '?'. A callout box on the left, labeled 'Technical Support', points to a question mark icon next to the 'SIFT DOCUMENT' button. A callout box on the right, labeled 'Substantive Assistance', points to a dropdown menu that appears after clicking the question mark icon. This menu contains two sections: 'Help' with contact information for LegalSifter (phone: 1 (724) 221-7438, email: help@legalsifter.com) and 'Contact Victor for General Sifter Support' with email: sifersupport@victorinsurance.com. The main content area is titled 'My Documents' and contains a table with columns for 'File Name', 'Document Type', and 'Sifted'. One document is listed: 'V Demo Contract', 'Professional Service Agreement - Issue Spotter', 'Today at 12:2'. The footer includes 'About LegalSifter', 'Privacy Policy', social media icons, 'Logged in under Victor Insurance Demo', and 'Copyright © 2021 LegalSifter, Inc. All rights reserved. LegalSifter'.

Technical Support

Click "?" for Help Center

Substantive Assistance

FREQUENTLY ASKED QUESTIONS

1. How do I access Victor Contract Sifter?

You can do so in one of two ways:

- A. visit [Victor Risk Advisory](#) and log in. If you do not have an account yet, select “Log in or register” at the link above to create an account
- B. go to the [Victor Contract Sifter](#) homepage and select “Login/register.”

2. I cannot login to my account

- A. The password being entered is incorrect. If you cannot remember your password, click “[Reset your password](#)” on the Victor risk advisory login page and an email will be sent to you so you can reset your password.
- B. Accounts will be locked after five failed login attempts. This is a security precaution.

3. Which internet browsers are compatible with Victor Contract Sifter?

Google Chrome, Microsoft Edge, Firefox, Safari and Opera.

4. Why will my document not sift?

To troubleshoot the issue, please email help@legalsifter.com.

5. Which types of formatted documents will Victor Contract Sifter review?

You can Sift doc, docx, pdf, wordperfect and scanned documents (assuming the scanned version is readable).



6. How many issues/concepts are flagged by Victor Contract Sifter?

There are 27 flagged issues/concepts:

- › Arbitration
- › Consequential damages or loss
- › Dispute resolution
- › Governing law
- › Indemnification: defending claims
- › Indemnification: infringing the intellectual property of others
- › Indemnification: negligence
- › Indemnification: obligation to indemnify
- › Insurance: additional insured, references to
- › Insurance: cyber, references to
- › Insurance: professional liability, errors and omissions, references to
- › Intellectual property: ownership and no transfer
- › Jurisdiction: establishing jurisdiction
- › Legal fees: dispute
- › Limitation of liability: cap on liability
- › Liquidated damages
- › Mediation
- › Negotiating disputes
- › Ownership of deliverables
- › Safety: responsibility for safety program
- › Services: standard of care
- › Supplier code of conduct (esg)
- › Time is of the essence
- › Waiver of jury trial
- › Warranty: fitness for a particular purpose
- › Warranty: merchantability
- › Work made for hire

7. Before I export a Sifted document to a client, should I delete the issues flagged by Victor Contract Sifter?

This decision is up to you. If you want to share the issues and guidance that were flagged with a client, you can retain them, but the purpose of the guidance is to provide you with actionable ways to negotiate contracts and is intended for your own use. If you want to delete the machine-flagged issues, you can “bulk dismiss” before you export by clicking or unchecking the “Found” issues checkbox in the tool bar at the top of your screen. This will bulk dismiss all “Found” issues.

8. Why am I designated as the “author” of the machine-flagged issues?

If you are logged into the system and have Sifted a contract, you are considered the author because you have control over which issues are kept or dismissed.

9. Will Victor have access to the contracts being Sifted? How is Victor maintaining confidentiality?

As administrators of the program, Victor can monitor which users are running Sifts and the names of the contracts being Sifted, but will not have access to the contracts themselves.

10. How does this service compare to human reviews?

Victor Contract Sifter is not a substitute for human review of a contract. Instead, it provides the user with an automated do-it-yourself issue review and provides actionable guidance on those issues in the context of the contract so that you can understand better the associated risks and make informed changes and redlines. The Sifted document can be exported as a Microsoft Word file or can be shared with other Victor Contract Sifter users in your firm to optimize collaboration among multiple reviewers.

11. How accurate is Contract Sifter?

It performs well when Sifting professional services agreements with clients. This tool is optimized for professional services agreements in the prime position contract structure. If you are using this tool to Sift a prime-subconsultant professional services agreement, be aware that you may also be agreeing to uninsurable and unmanageable risks in the prime agreement that flow down directly to you so you may want to consider Sifting those professional agreements as well. Note, this tool is optimized for a traditional Design-Bid-Build contractual structure. It could work for Design-Build (DB) contracts when the user is a subconsultant to a DB contract, but it's important to note that DB has its own unique practice management issues and the Sifters aren't optimized for all of those issues.

12. What types of AI are used in the Victor Contract Sifter tool?

There are two types: machine learning and natural language processing.

13. Do Sifters make mistakes?

Sifters are trained to read text and look for a specific concept. They learn from experience and improve over time. The Sifters do their job extremely well, but they may still make mistakes from time to time. If you see what looks like a Sifter error, you can report it to us using the Sifter Trainer. Please refer to this help article for instructions on where to find/how to use the Sifter Trainer. After a Sifter error is reported to the Sifter Trainer, our software partner will retrain the Sifter in 5 to 10 business days to ensure the Sifter never makes the same mistake again.

14. Where is my data stored and is it secure?

Your data is secure. Our software partner, LegalSifter, currently hosts Victor Contract Sifter (and LegalSifter's other applications) at Amazon Web Services (AWS) Northern Virginia. AWS data centers are state-of-the-art, housed in non-descript facilities, but controlled physically with the strictest of processes. LegalSifter also encrypts data at rest and deploys its solutions (including Victor Contract Sifter) as

software-as-a-service with multi-tenancy. Unique login keys are used to ensure that users are only able to access data that is available for and associated with their account. To learn more about what LegalSifter does to keep your data safe, please visit LegalSifter's Cloud Security Page.

15. What is a Sifter?

Sifters are artificial intelligence (AI) algorithms that are trained to read text and look for a specific concept. They learn from experience and improve over time. LegalSifter's Sifters use two types of artificial intelligence to solve this problem: machine learning (ML) and natural language processing (NLP). NLP teaches computers to interpret human language as written, regardless of style. LegalSifter's Sifters use NLP to convert text into meaning. LegalSifter trains their Sifters with machine learning to identify a specific concept, like a consequential damages waiver. Their lawyers find hundreds or thousands of examples of a specific concept. Their Data Science team uses machine learning to find the intangible thread that binds the writing of lots of lawyers, all with their own grammatical flair. As more of their clients use the Sifters, they improve.



16. How are Sifters built?

It is a 9-step process involving 2 to 3 attorneys and 1 to 2 Data Scientists. It takes the LegalSifter team between 3-5 weeks to build a Sifter. The attorneys review thousands of sentences or phrases that may or may not address the concept covered (usually from 500+ private and public contracts from around the world). When the attorneys have sufficient data, they pass the data over to their data scientists, who then build the machine learning algorithm that uses natural language processing—the Sifter. When their data scientists believe they have hit the quality thresholds established by the LegalSifter team, the Sifter goes through final testing and then is launched into production.

17. How do I redline a Sifted contract using sample industry language?

If you want to edit a Sifted contract using either the built-in Victor guidance or your own preferred contract language, you can cut and paste language into the Sifted contract. Use keyboard command “Ctrl + C” to copy the language you want inserted and keyboard command “Ctrl + V” to paste the language into the specific location within your document. You can also delete language in a Sifted contract by highlighting the language you want to remove and using keyboard command “Delete.”

18. Does Victor Contract Sifter use my contracts for Research & Development (R&D) purposes?

LegalSifter asks permission from their clients to use data from their contracts for R&D purposes, including building out additional Sifters and improving existing Sifters. More than 75% of clients opt-in.

About Victor

Victor Insurance Managers LLC is the world's largest managing general underwriter with locations in the US, Canada, UK, Netherlands, Germany, Italy, and Australia. It handles more than \$2.5 billion USD in premium on behalf of numerous insurance carriers, through a large network of more than 25,000 active insurance agents and brokers. With deep, specialized underwriting expertise, the company provides a wide range of insurance coverage – from specialty property and casualty and professional liability insurance to group and retiree benefits. Victor is committed to building on 60-plus years of experience to develop products that address risk in new and evolving areas. For more information, visit victorinsurance.com.

For general help on your sifted documents, please email: siftersupport@victorinsurance.com

For login and password queries, please email: siftersupport@victorinsurance.com

For technical support, please contact: 727-221-SIFT (7438) or help@legalsifter.com

Visit us at [Victor Risk Advisory](#) to learn more.

This document is for illustrative purposes only and is not a contract. It is intended to provide a general overview of the program described. Please remember only the insurance policy can give actual terms, coverage, amounts, conditions and exclusions. Program availability and coverage are subject to individual underwriting criteria.

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