



When Customers Insist on “Their Paper”

A Practical Playbook

Practical contracting guidance
for growing tech companies



**What happens when
procurement says:**

**“We don’t sign vendor
contracts. You’ll need to
use our template.”**

...and the contract they send doesn’t match your deal:

- SaaS subscription
- Software license
- API or usage-based product
- Hardware with limited services

The following guide provides a practical, business-first approach to evaluating these issues in a way that supports continued deal progress.

01

Reframe the Conversation

(Before It Becomes a Power Struggle)

Rather than focusing on “our paper vs. your paper”—which can slow momentum—companies often shift the discussion toward fit, clarity, and expected outcomes.



Emphasize misalignment

“Your template is designed for professional services. Our product is a standardized SaaS platform.”



Focus on mutual clarity

“We want alignment on what’s being delivered, what’s supported, and how risk is allocated. Mismatched templates can lead to unwanted ambiguity.”



Use outcome-based language

“The fastest way to get you live, supported, and successful is to use a contract structure that matches the product.”

02

Understand the Risks Hidden in the “Wrong” Template

There are fundamental differences between services-based and product-based agreements.

Using the wrong template can quietly introduce material risk—simply through the assumptions built into the language.

For example, services agreements often assume:

- Bespoke deliverables
- Milestones and acceptance testing
- Re-performance obligations

For SaaS, this can often quietly turn into:

- Implied customization obligations or inadvertent transfers of core IP
- Open-ended acceptance periods
- Rejection rights that don't belong

03

Don't Just Say No

Consider Offering Structured Alternatives



Focusing on solutions—rather than objections alone—is a common approach, including preparing structured options in advance to avoid last-minute compromises under deadline pressure.

01

Best: Your MSA + Their PO

“We use our SaaS MSA to keep security, operations, and support consistent. We’re happy to use your PO for commercial terms.”

02

Acceptable: Their MSA + Your SaaS Addendum

Attach your SaaS addendum (e.g., SaaS terms, data protection, SLAs) and consider adding a clear precedence clause to address potential conflicts.

03

Only if Deal-Critical: A Short Rider

If they won't move, propose a short rider to:

- Clarify product vs services
- Neutralize IP assignment and acceptance terms
- Insert liability caps and SLAs

04

Protect Your Non-Negotiables

Certain terms tend to receive greater focus—even on the customer’s paper—with many companies establishing positions in advance and applying them consistently in negotiation.



IP rights

Seek to retain ownership of your core IP.



Liability cap

Aim for an aggregate cap with carve-outs only for what you can price and insure.



Scope

Clearly define what’s included in product or service being provided and how additional services will be scoped and priced.



Data & security obligations

Ensure that your contractual commitments align with how data is actually handled in practice.



AI Usage

AI-related provisions match the product offering, including how it is developed, delivered, and supported.

05

Give sales simple scripts

(Before They Promise the Moon)

Deals can go off track when sales agrees to customer paper before legal is involved. A common approach is to support sales teams with clear, plain-language guidance for handling recurring scenarios.

For example...

01

Initial response

“We typically use our standard SaaS agreement because it reflects how the platform is delivered and supported. Can we start there and address specific concerns?”

02

If customer insists

We can usually work with a customer’s MSA if we include our SaaS addendum to address IP, uptime, and data security.”

03

If risk is too high

“We want to move forward, but some of these terms create risks we can’t realistically manage or insure. Can we walk through a short rider that aligns the contract with the actual services?”



06

Build a Playbook Before the Next RFP

Companies with more developed contracting processes often establish standard positions in advance rather than revisiting them in each deal.

01

Core templates

- SaaS/software MSA
- Data protection addendum
- SLAs and support policies

02

Supporting materials

- SaaS addendum for customer MSAs
- Short rider for misaligned templates

03

Internal thresholds and key positions on

- IP assignment
- Uncapped liability
- Unlimited indemnities

07

Know When to Push vs. Flex

Consistency often matters more than perfection, with many organizations defining where to hold firm and where flexibility is appropriate.

Areas that often warrant closer attention

- IP ownership is unclear or assigned
- Liability is uncapped or disproportionate
- Indemnities extend beyond your control
- Security obligations don't match your stack

Areas where flexibility may be appropriate

- Issues are cosmetic
- Deployment risk is low
- Your addendum controls key terms

08

Redline Their Paper

(As a Last Resort)

Sometimes, unresolved issues are addressed through targeted revisions to the customer's paper, especially when the deal remains a priority.

- Removing assumptions about scope of services
- Revising IP ownership and license terms
- Narrowing indemnity provisions
- Establishing appropriate liability caps
- Clarifying distinctions between product and services



Key Takeaway

A contract should always reflect the deal you're actually doing—not the one the template assumes.

For more, read our blog on this topic.

See the Blog Here





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