

## Case Studies:

The following is simply a representative list of certain situations I have confronted and the actions I have taken to obtain the desired results.

- My client had already performed consulting services as a subcontractor to a very large global consulting firm and had already collected fees in the eight figure range. Due to accounting rules and regulations imposed from my client's outside auditors, their policy did not allow revenue recognition unless and until both the Prime Contractor and the Subcontractor sign a Master Services Agreement ("MSA"). I was the lead contract negotiator that eventually put in place the MSA, which allowed immediate recognition of the revenue. The difficulty involved in such a deal is that leverage in negotiation is minimal since the services have already been performed. In addition, the Prime Contractor had in place agreements with its clients that would be affected by contradicting terms in an MSA. Many negotiation rounds were needed to craft compromising terms and conditions that could allow both parties to obtain the level of protections required and yet not place any party in breach of other existing contracts.
- One of the largest corporations in the world (a car manufacturer) used this fact in its hard-line approach in its contracting process. In dealing with this company, they attempted to impose their own contracting model in negotiations. In order to move them off of their insistence to using their model and on the request from my client's upper level management, I performed a line by line redlining of their paper and included alternative language. This redlining then needed to be presented to the corporation and explained to their legal representatives. This required me to fly to their corporate headquarters. The end result of this meeting was the corporations acquiesce. Subsequently, after many rounds of negotiating and meticulous contract drafting I came to an impasse on certain issues. Through persistence the end result was that we put in place one global enterprise-wide license agreement. This resulted in an immediate recognition of license revenue with a potential of many millions more of license revenue in the future due to a streamlined licensing approach acceptable to both parties.
- My client purchased a smaller software developer which had three software products developed for the marketplace. The purchased company had an existing customer base of 50 customers. After a review of the pre-existing 50 licenses and MSA's, we determined that the terms and conditions were very unfavorable to my client. I attempted to supersede each customer's pre-existing MSA and also to develop a licensing template. This new licensing template would be used for all future add-on business and supersede unfavorable pre-existing licensing terms while providing intellectual property protections for my client. The end result of my effort was 49 out of 50 customers agreeing to supersede their existing MSA's to be replaced by my client's preferred language revised on a case by case basis to suit each customer's unique needs. I accomplished this conversion by using numerous methods of persuasion and negotiation strategy that ranged from "Good Cop" to "Bad Cop" and all variations in between. I also developed a licensing template for in use for all add-on business.
- I was involved in another deal with a global manufacturer in the telecommunications industry whose corporate structure is a massive horizontal corporate model. My negotiation for the MSA would start-up, redlines would be exchanged and then my opposing counsel would be changed. This situation was partially due to unforeseen, as well as, predictable events (i.e. people leaving the company), and a planned contract process strategy to confuse and obstruct the negotiations. I took very precise notes and keep a well-documented file so negotiations could pick-up after a planned or unplanned breakdown. The end result was an MSA and service revenues received but not yet recognized were immediately taken out of reserve.

- I was involved in a negotiation with a global marketer of consumer and commercial products of well-known brands. The deal was in the 9 figure range and was very contentious and adversarial due to the high dollar value of the deal. Since the negotiations began close to my client's chief competitor's fiscal year end, this global marketer took advantage of this fact in the negotiation process and numerous demands were made that contradicted my client's policies and procedures. I kept the customer engaged in negotiations during this crucial time. During this negotiation I did not antagonize their representatives and instead listened intently to all of their demands. The negotiations were long, however the deal was signed, and the needed license revenue was booked immediately.

The above cited negotiations are presented solely for illustrative purposes. I hope they show that there are many factors involved in the contract negotiation process, not the least of which is the human element. With persistence and patience many of these obstacles can be overcome, however each situation must be examined independently considering its unique characteristics. **PAST PERFORMANCE IS NO GAURANTEE OF FUTURE RESULTS.**