

# How to Redline: The Rules for Better Contract Negotiation

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June 15, 2023

# Today's Speakers



**Jonathan Greenblatt**

VP, Legal  
**LinkSquares**



**Ashlyn Donohue**

Director, Legal  
**LinkSquares**



**Samantha Nickerson**

Team Lead,  
Technical Solutions Attorney  
**LinkSquares**



# Agenda

- 
- **Introduction**
  - **Learning to redline**
  - **Problematic Redlining Practices**
  - **Outside the Redlines**
  - **Q&A**



# Where to Begin?



# ISSUES LIST

V S .

# REDLINES

Instead of sending back redlines, sometimes an issues list will suffice!





# A Tale of Two Redlines:

## Software As a Service Agreement

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2.3. General Restrictions. Client will not: (a) ~~use the SaaS Services except as permitted hereunder;~~ (b) ~~decompile, disassemble, or reverse engineer the underlying software to the SaaS Services (unless this restriction is not permitted under applicable law);~~ (c) ~~sell, rent, lease or use the SaaS Services for time sharing purposes;~~ or (d) ~~remove any copyright or proprietary notices contained in the SaaS Services~~

2.4. Service Level Agreement and shall not permit or cause its Users (as defined below) to: (i) create or enable the creation of derivative works, modifications, or adaptations of the System or the Software, or attempt to recompile, reverse engineer or disassemble the System or the Software (as defined below); (ii)

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# White space is key

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# Be mindful of copying and pasting

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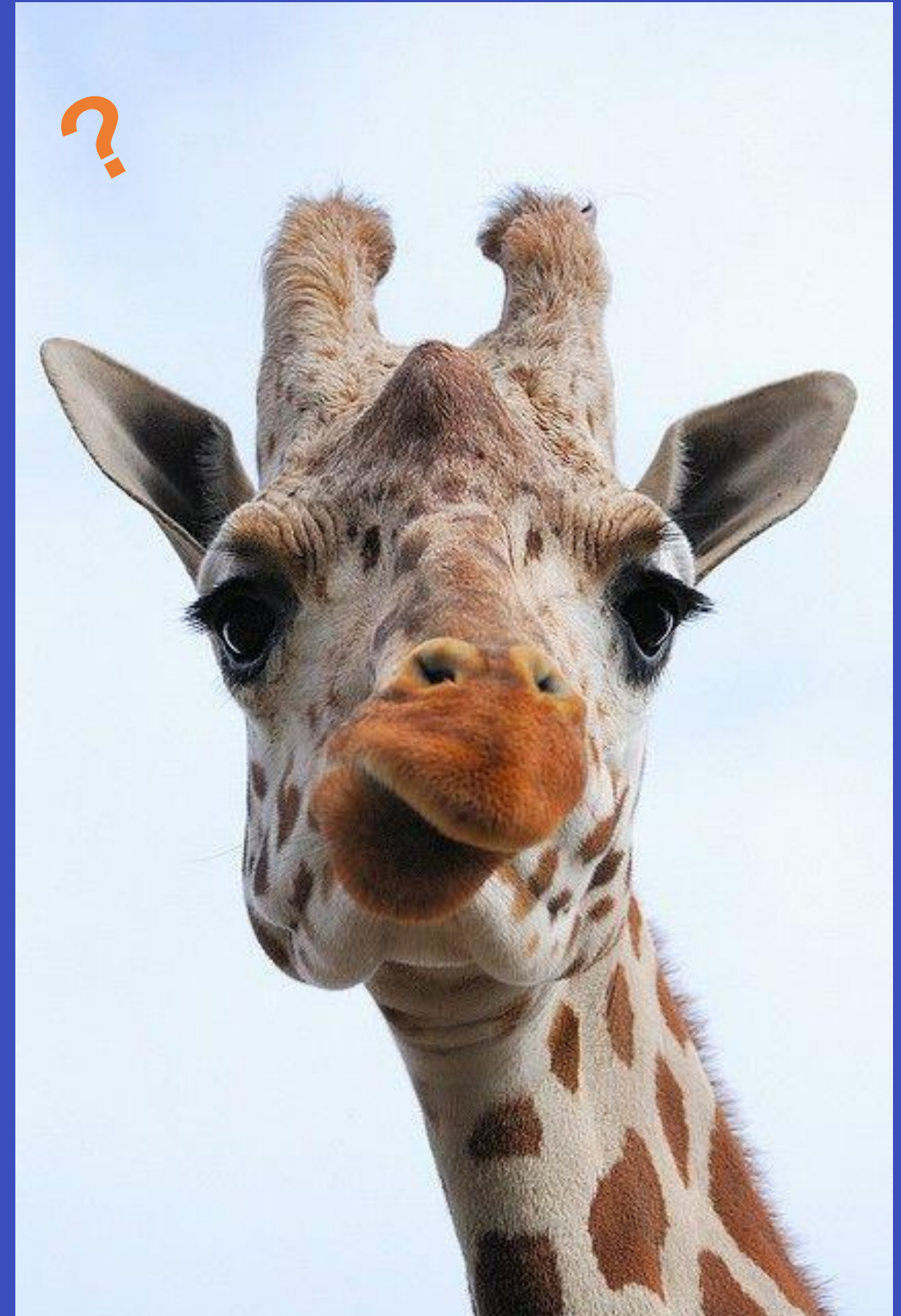




## Not providing context

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“You may bring any animals, including a giraffe, elephant, or tiger, except for service animals”





# Comments are your fairweather friend

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# Be Creative in Accepting Redlines

Can you accept what was proposed, even if with modifications, rather than deleting and replacing with your standard clause?



“Lawyers should always read language and think, how can I be creative and accept this? This forces staff to slow down, consider intent, and work to accommodate.”

**Jonathan Greenblatt**  
LinkSquares' Vice President of Legal



Hi again!

# Problematic redlining practices

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- **White Space**
- **Be mindful of copying and pasting within contracts**
- **Not providing context**
- **Comments are your friend, especially with new edits**
- **Be creative in accepting redlines**





# Outside the Redlines

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Proactively Communicate Turn-Around Times  
&  
Provide Visibility Into Status

**I will have this back  
to you by EOD**





# Be Open to Getting on a Call



# Assess Risks and Develop Playbooks





# Outside the Redlines

- **Proactively communicate turn-around times**
- **Provide visibility for your internal and external stakeholders**
  - Status of agreements
  - Transparent operations
- **Be open to getting on a call**
- **Assess risks associated with the contract**
- **Develop playbooks to ensure consistent approach**
- **Technology can help with moving through the document faster**



# Additional Resources

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- [How to Redline - LinkSquares Blog](#)
- [How to Redline: 4 Mistakes to Avoid - LinkSquares Blog](#)
- [Contract Nerds - Sample Redlines\\*](#)
- [Contract Redlining Etiquette, by Nada Alnajafi\\*](#)

\*Additional resources by Contract Nerds, Nada Alnajafi



Thank you!  
Questions?