



The Evolution of Contracting -From IA to AI

Contract Lifecycle Management

October 2021

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I. Executive Summary

A Seamless "Meeting of the Minds"

Contracting is a business activity: it facilitates and advances business.

From Handshakes to Lawyers: The Evolution of Contracts

In the beginning, when someone wanted to sell something, and someone else wanted to buy it, the two parties reached a mutual consent – a meeting of the minds – and off they went to achieve their joint objective.

Thus, contracting was fast and easy, and it did not involve lawyers or law departments. Instead, a shake of the hands, look in the eye, and quiet nod of the head sufficed to close the deal.

Over time, contracting became more complicated because business became more complex. The parties realised that, while they believed they had the same understanding when closing a deal, often it turned out later, during fulfilment, they did not.

Disputes arose around the what, when, and how of the business agreement. To avoid such subsequent conflicts, the business parties started to write things down when closing a deal – and contracts as we now think of them were born.

Contracts became more than handshake agreements. They were written – and often lengthy – documents that legally bound the parties to the rights and obligations defined in the agreement. So, while contracting was a business activity, contracts, on the other hand, became legal documents. Each party now brought lawyers into the deal to create contracts.

When writing contracts, lawyers focus on legal rather than business considerations. They view contracts as a mechanism to provide legal protection against the future – and because the future is always uncertain and entails endless possibilities of how things can go wrong, contracts became more involved, elaborate, and troublesome. In response, the parties brought in even more lawyers to create better and more secure contracts.

And so on. The animating principle of contracting became a legal one – specifically, the notion of liability. Contracts evolved into elaborate statements of who would be responsible and for what should various eventualities occur. Consequentially, contracts became a zero-sum endeavour, where any advantage one side gained was at the other party's expense.

Creating contracts became a self-perpetuating system; a system increasingly dissociated from the business activity from which it emerged originally.

And this is where the evolution of contracting stands today: Contracting, nowadays, appears to be a subdomain of contracts. Like contracts themselves, it is widely perceived as a legal activity and no longer a business activity.



What Is the Future of Contracting?

As detailed in the preceding section, contracts and contracting have evolved, prompting the question, What comes next in the continuing evolution of contracting?



Graphic 1: The Four Constituents of Contracting

Yet underlying this seamless meeting of the minds will be complex technology and a new mindset. The technological foundation will be the AI-powered integration of disparate systems. AI, of course, stands for "Artificial Intelligence," the digital capabilities around natural language processing, machine learning, predictive analytics, blockchain, and smart contracts. AI is already a part of today's third-generation contract lifecycle management systems (CLMS) and will be at the heart of the fourth-generation solutions which are about to emerge. Conceptually, a win-win business mentality will supplant a zero-sum, win-lose legal mentality. Contracts solutions include modular content assets, continuously self-improving on the fly by technology-driven smart processes and engineered by lawyers who understand their business role.



What Does the Future of Contracts Mean for You?

The implications of the ongoing evolution of contracts and contracting vary according to your role:

- If you are a General Counsel or possess legal management responsibility, incorporating AI into the contract lifecycle management (CLM) process will help you achieve business value through increased compliance, faster time to contract, and reduced manual effort and personnel costs.
- If you are a contracts negotiator working in a line of business such as procurement, sales, or legal, introducing AI into your CLM process will enable you to make faster decisions during contract review – for example, in the comparison of contracts and clauses.
- If you are a contract manager or practitioner working in a line of business such as procurement, sales, or legal, introducing AI into the CLM process will allow for improved integration between the executed business terms within the contract as well as the back-office systems which control the transactions resulting from the contract.
- If you are an innovator anywhere in the organisation seeking to promote AI and new technology solutions, introducing AI into the CLM process will showcase the transformative powers of digitisation and LegalTech's place in the greater technology landscape.
- If you are a combination of any or all the above personas congratulations! You must already be engaged in the transformation activities associated with deploying CLMS. Your journey is about to become even more exciting with the increasing adoption of AI and the advent of what this paper refers to as "fourth-generation CLMS."

Examining the Evolution of Contracting in Detail

This whitepaper explains the historical and systematic evolution of contracting as a business discipline by looking at four critical constituents: Technology, Process, Content, and People, producing business value. Contracting is a commitment to receive value, and it also ensures value at the end of the process; CLM both accelerates the route to value and ensures compliance with the terms of an agreement.

Our journey will end with a look into the future and the critical role *Artificial Intelligence* will play in contracting.



II. The Four Constitutes of Contracting:

Technology, Process, Content, and People

People Are Primary...

Business-to-business (B2B) contracting starts with People, representatives of their respective organisations, and their intention to collaborate. Everything else – the written contract and other legal Content; the Processes to get the contracts drafted, negotiated, approved, signed, managed, and closed; and the Technology to facilitate these contracting processes – follows from interaction between People who believe working together is mutually beneficial.

...But Not the Whole Story

Despite the primacy of People in contracting, addressing all four contracting constituents together can transform contracting and realise greater business value. Better Content, Processes, and Technologies allow the parties to work faster, with less risk, and at a lower cost. And a synthesised analysis of the four contracting constituents can provide insights that facilitate decision making about whether it makes business sense for the organisations to keep collaborating. For example, using AI to analyse different contractor invoices containing unstructured data (free text entries on what activities the contractors spent their time) can provide insights into the performance of a particular vendor and help procurement decide whether to keep working with that vendor.

Telling the Tale in Reverse

The following chapters tell the story of contracting by starting with the last piece of CLM to fall into place: Technology. However, it is only for didactical reasons that we start our examination of contracting with Technology and end it with People.

Although Technology came into the game last, it has become the force driving the current evolution of contracting. Thus, it is instructive to begin with Technology in our examination of how Contract (Lifecycle) Management Solutions (C(L)MS)¹ have matured. By grouping CLMS into different generations based on the influence the underlying technology has on their feature sets and capabilities, we can better understand each new CLMS generation's effects on the other three contracting constituents of People, Content, and Process.

¹ We view Contract Management Solutions (CMS) as solutions that are focused on post-execution activities, offering a repository of terms and executed contracts to provide visibility into obligation and compliance terms contained within the contract. Contract Lifecycle Management Solutions (CLMS) evolved during the first generation when the focus of the solution became pre-signature processing, starting with CMS feature sets that incorporated content for generating contract documents, utilised workflow to enable collaboration between people in business and legal during processing, and incorporated CMS capabilities.





Graphic 2: The Four Constituents of Contracting

In the following chapters, we will look in detail at each of these four contracting constituents. For each constituent, we will first identify the aspects that differentiate the previous and current generations of CLMS and then explain the features and functions characteristic of each generation.

III. Technology Pushes Forward, Generation by Generation

Technology is the driving force behind the evolution of contracting. Before delving into the details of CLMS generations, it makes sense to begin by examining the development of a particular aspect of technology that existed even before the CLMS market arose. This discussion will illustrate the crucial pattern of "continuous improvement." The particulars of this history are less important than the links between various historical events. **CLMS and other applications depend upon layered technologies, and each technological layer builds upon the previous layer.**

In the Beginning: The Time Before CLMS

Let's begin by considering the early days of commercial software. Various companies blazed the trail, offering manufacturing and finance applications. These early solutions were transactional, running on software tied to and coded for specific hardware and proprietary databases. In some cases, the solutions were ported to another hardware platform to increase sales opportunities.



Graphic 3: Manufacturing Technology Evolution Before CLMS

The Growth of the "Technological Ecosystem"

Throughout this period of early commercial software, new developments in technology had a multiplier effect. The idea of a Relational Database (abbreviated as RDBMS, for "relational database management system") emerged from universities, and various other technologies developed by DARPA (Defense Advanced Research Projects Agency) became commercially available. Microprocessors advanced with the advent of VLSI (Very Large-Scale Integration) and RISC (Reduced Instruction Set Computing). In turn, these technologies gave birth to other new technologies on which companies could capitalise. For example, RDBMS was the basis for Larry Ellison's Oracle and several other companies, which in turn spurred the creation of application (i.e., software) vendors who developed solutions that ran "on top of" the new technologies.

During this time, the feature sets of back-office applications continued to grow in breadth and depth as the market matured. Companies created solutions for non-addressed gaps in the feature sets, e.g., Trilogy's product configurator, Red Pepper's planning and optimisation, Vantive's front office suite, and Scopus' customer service, field service, and call-centre suite.

As the market matured, advances in technology continued to influence application development through improved coding languages, development tools, and creative designers. The increasing maturity triggered consolidations and acquisitions, which changed the landscape of vendors in the manufacturing space.

This summary of the evolution of the Before-CLMS Technology allows us to categorise software offerings generically, applicable to any business practice or process (contracting being only one of them). This generic categorisation will help us to understand why and how particular CLMS vendors entered the market.



A Generic Categorisation of Software Solutions

We can differentiate software solutions into five generic types, according to the depth and breadth of a particular class of offering as well as by the degree of its integration with other adjacent business practices or processes. Each solution category has particular strengths and weaknesses due to each having been designed and developed with a specific business objective in mind. For CLMS, we can categorise software solutions as follows:

Gap Market Solutions **Gap Market Solutions** – Focused on a subset of capabilities missed by the Core Competency Solutions, Gap Market Solutions address a related business process outside the lifecycle of the Core Competency Solutions, or are designed on nextgeneration technology incorporating Core Competency market defining, functional capabilities, enabling them to compete with Core Competency Solutions within their market.

For customers seeking support of a full CLMS, a gap solution offering (e.g., Avvoka, Compliance360, Concuity, Contract Standards, EchoSign, ParleyPro) typically would not provide the same level of breadth and depth to meet similar requirements a core competency solution can address either due to lack of maturity or differing focus.

Core Competency Solutions **Core Competency Solutions –** Core Competency Solutions typically define the space, lead the industry, and establish breadth and depth standards for offerings in the market they create, focusing on developing advanced concepts for the core business processes they address. Core Competency Solutions gain acceptance in the market through their widespread usage, enabling them to compete against the larger companies encroaching on their market.

This category consists of a mix of established and innovative vendors (e.g., Agiloft, Conga, Contract Standards, CMA Contiki, Icertis, Ironclad, Malbek, Symfact) containing the largest group of companies offering solutions for the CLM market, consisting of traditional and leading-edge technology solutions.

Business Suite Solutions **Business Suite Solutions –** Business Suite Solutions in the Core Competency market typically originate through acquisition, and in some cases, through development. They become part of a larger offering addressing related business processes, thus expanding their footprint for increased revenue, typically in response to competitive encroachment. As a module of a larger offering, Business Suite Solutions focus on their Core Competency market, which influences engineering focus toward integration and the technical and user adoption issues related to integration into their core processes.

Systems in this category extend beyond the CM lifecycle (e.g., Ariba, Cobblestone, Imagitek, Jaggaer, Ketera, MedAssets, Revitas) providing an integrated offering with CLMS capabilities which typically would not provide the same level of breadth and depth as core competency solutions.



Enterprise Solutions **Enterprise Solutions** – Built to enhance ERP product suites to improve client satisfaction by filling a gap in the ERP offering, Enterprise Solutions minimise client erosion and improve recurring maintenance revenue. Designing their offering to be consistent with the existing user interface and to be integrated with existing product and functionality processes, they typically sacrifice innovative usability aspects and the breadth and depth of their features compared to the Core Competency Solutions. The value of Enterprise Solutions offerings lies in providing their client with a fully integrated solution for their integrated business functions.

CLMS in this category work in conjunction with an ERP offering (e.g., Oracle, PeopleSoft, and SAP).

Service Offering Solutions **Service Offerings Solutions –** Service Offerings Solutions are typically designed and developed with extended capabilities to support their clients with solution options to address their business process and data analytics requirements. Service Offerings Solutions typically vary in focus and are limited in breadth and depth for the specific business process they support.

CLMS supporting service offerings (e.g., Autonomy, Corridor Consulting, Elevate, Integreon, Pramata, and UnitedLex).

Graphic 4: Generic Categorisation of Software Solutions



Chronological Phases of the Contract Management Market

The following graphic shows when various CLMS vendors entered the market with their respective Gap Market, Core Competency, Business Suite, Enterprise, and Service Offerings Solutions.

Legal-Finance	Business-Influence		Enterprise	
		ícertis MITRATECH	ContractPodAi*	MALBEK
	APTTUS			
	springcm ⇒pramata	ARIBA"	SAP	
symfact	imany [®]	versata.	revitas	Wollers Kluwer
	procuri	& SELECTICA"	DETERMINE	, corcentric
wexan we	(Emptoris		SCIQUEST IBM	AKKR – JAGGA ER
2000 2002	2004 2006	2008 2010	2012 2014 201	6 2018 2020

Graphic 5: Chronological Phases of the Contract Management Market

In the CM space, the first market phase (Legal-Finance) began in the late '90s, initiated mainly by corporate entities (typically finance, because the finance department usually included the law department).

Initial vendors like CMSI, diCarta, and Upside focused on providing a fully functional CMS for tracking contract terms, attaching files, and retrieving them through keyword searching. These offerings relied on a relational database and used a one-size-fits-all data model to track contract terms. Early market interest accelerated in the early 2000s as CFOs – either preparing for or trying to prevent an audit in the wake of Sarbanes-Oxley – sought solutions that included a repository of data (i.e., contract terms) and related contracts as well as a way to locate them. These basic requirements gave birth to the current concepts of a single-source-of-truth repository of contracts and related documents, with easy and quick access to the terms within them.

The success of the initial vendors in this space attracted new entrants to the market during the early 2000s. Determine, Nextance, and Symfact chose to build their applications on the new XML technology platforms, which were becoming available and provided the developers greater flexibility in designing and managing the database. These applications set the bar for data models in tracking contract terms, retrieving both



terms and content through full-text searches. The flexibility of XML database technology-enabled vendors to address unique customer requirements. In mid-2006, IBM announced Viper, the result of incorporating XML capabilities into its DB2 database. When Oracle followed suit in 2007, it heralded the arrival of XML technology into mainstream development of solutions for searching contractual content.

The second phase in the CM market (Business Influence) began in the mid-2000s due to spending initiatives requiring contracting capabilities similar to those developed for law departments. Incorporating the procurement business unit into the contracting process led to additional requirements for contract management in RFPs. Vendors responded by offering workflows to handle task handoffs between the procurement and legal users during the contracting process. They also provided the ability for procurement users to initiate the contracting process from a template, using proprietary editors for revising the generated contract. Around this time, Microsoft began allowing applications to integrate with Word, so Word began to replace proprietary editors – though in some cases, vendors had to keep their proprietary editor to enable template administration.

These early CM vendors also addressed procurement requirements by emphasising procurementrelated activities, terms, and user behaviour. With the incorporation of workflow for tracking and monitoring the entire lifecycle of a contract, CM (Contract Management) evolved into CLM (Contract Lifecycle Management).

In most business deals, the procurement department of the buying organisation is in a better negotiating position than the sales department of the selling organisation. As a result, the procurer can usually dictate pre-approved contracting terms to the other side. Thus, there is less need for the buy-side to involve the law department than for the sell-side, making possible standardisation and automation of procurement templates easier than the templates for sales contracts. As a result, CLMS capabilities addressing the buy side requirements appeared before the capabilities for the sell-side.

Either through development or acquisition, business suite solution vendors emerged with modules addressing contract lifecycle management requirements. Initially, these were relatively weak systems or non-integrated solutions, allowing the core competency solution vendors to dominate the space. Determine was one of the first of the numerous CM vendors to fall due to the slow growth of the CM market, and Selectica, a product configurator solution looking to expand its product line, picked up Determine in 2005. Analysts began to watch the CM market during the incorporation of spend management-related components into contract management. Gartner published their first Market Scope for Contract Management in 2007, thus legitimising the term "contract lifecycle management" (CLM).

During the mid-to-late-2000s, solutions emerged that incorporated sell-side capabilities, and RFP requirements became more encompassing. These initiatives were looking for the same basic CM features that had allowed the early core competency vendors to adapt quickly to buy-side requirements.

However, the business suite solutions from the buy-side-focused vendors had difficulties adapting their procurement-oriented user experience to the sell-side requirements, creating an opening for core competency vendors, as their user experience was more easily adaptable. Sell-side processing of negotiations led to clause libraries enabling more flexibility in template usage for global deployments of CLM across the enterprise.

It was also a time of vendor movement. Procuri picked up CMSI, and Emptoris grabbed diCarta to bolster its procurement offering and offset Ariba's release of a CM module for its spend management system. iMany entered the CM market by expanding its offering with the hiring of Nextance's former CEO. Pramata and UnitedLex emerged, taking a combined software and service approach for tracking contract terms. And Nextance founders turned to Salesforce to utilise its force.com platform, which gave birth to Apttus and the current phase of the CLM market.



During the late 2000s, the third CM market phase (Enterprise) began. It emerged as law departments came into their own, and General Counsel found themselves elevated to "C" level positions. These developments intensified Legal's interest in technology generally and CLM solutions in particular. GCs needed solutions that could address the broader requirements for supporting both procurement and sales contracting across the enterprise with a single-source-of-truth repository and with the flexibility to address the variations between procurement and sales in contracting, e.g., including, but not limited to, metadata, workflow, negotiations, and integrations.

During this enterprise phase, the next generation of CLM companies began to emerge even as market consolidation of the previous generation continued. iMany dropped out of the CM market around mid-2007; it was ultimately bought by Revitas. Ariba purchased Procuri, increasing its customer base, but failed to gain traction with users on the sell-side of CLM processing. Unable to gather any momentum, Ariba subsequently found itself acquired by SAP. Finally, facing financial issues due to the slow market, Nextance was picked up by Versata for its installed base and recurring revenue.

Many companies moved law departments out of finance and established them as stand-alone entities, with general counsel added to the executive management team. These and other developments prompted some vendors to change their approach to the legal market enabling them to cross over into the CLM space, e.g. Mitratech and CT TyMetrix (now Wolter Kluwers) added CLM capability to their Matter Management / eBilling offerings, Elevate built out their ELM suite to incorporate CLM capabilities.

These new enterprise CLM solutions centred on the use of the cloud. Their cloud-based design outperformed previous generations hosted behind firewall systems; these older systems required adaptations for use with the cloud. Most of the new CLM systems included Word as an integrated editor, offered improved administrative management of templates, and had more user-oriented tools for configuration and administration, thus reducing the need for IT.

By the end of the decade, the core competency vendors had established the design breadth of CLM, and the business solution vendors had identified how CLM could integrate with procurement and sales contracting processes. Around this time, new core competency vendors emerged. Typically, these new entrants offered solutions with more comprehensive capabilities for these processes. New gap market solutions appeared, using artificial intelligence programming languages to address various use-case gaps within the available CLMS offerings. The first application of AI involving contracts was extraction: The gap market solutions extracted terms from executed contract documents to put those values into a structured database and provide an Excel export of the data to allow their use (i.e., import) elsewhere. (Some of these tools proved useful for eDiscovery.) AI rapidly became a prominent part of the CLM discussion, including an additional AI use case: comparative analytics, which involved comparing contracts to assist decision-making related to template standardisation and contract negotiation.

As the CLM market entered the 2010s, the number of core competency CLMS vendors continued to increase, supported by newer technology platforms such as Amazon Web Services (AWS), Google Cloud Platform (GCP), and Microsoft Azure. These platforms used updated tools for building and maintaining enhanced data models that supported the emerging innovations from the vendors developing their gap market solutions using AI.



The Iterative Generations of CLMS

Looking at the categories listed on pages 10 and 11, we can see the features and functions within CLMS evolved as requirements expanded across the business to incorporate an enterprise perspective. These CLMS features and functions partially overlap. However, they are not identical to the three CLMS generations presented in Graphic 6 below. Why? Because existing vendors tried to stay competitive by incorporating new technology and designs into their CLMS while emerging competitors designed their tools using newer technology.

		1st Generation CLMS Early 2000's		2nd Generation CLMS Late 2000's		3rd Generation CLMS The 2010's	
	DEPLOYMENT MODEL	On-Premise	Hos	ted	Cloud (SaaS	5)	Hybrid
TECHNOLOGY	INTEGRATION MODEL	One-off Development	Web	Services	Defined API	's	Self Administration
	AI MODEL	University Development	Mar	ket Introduction	Integrated A	dd-on	Internal Design

Graphic 6: Technology Aspects of the First Three CLMS Generations

For example, with regard to the contracting constituent technology, we differentiate the CLMS generations by three aspects: their deployment model, integration model, and AI model.

For each of these three technology aspects, we identify evolutionary phases, expressed in the four columns of the table. With the colouring of each of the three CLMS generations reaching beyond one column and covering a part of the next column as well, we want to convey that each generation is not clearly defined only by one form of each technology aspect but, through enhancement, a particular generation may include a more advanced form of that technology aspect.

For example, the first generation of CLMS, which appeared in the early 2000s and includes vendors such as CMSI, CLM Matrix, Determine, Di Carta, Exari, Nextance, and Upside, allows for terms tracking, searches, and reports, and offers not only proprietary editors for contract creation but also basic workflows and approvals. These solutions are mainly characterised by an on-premise deployment model; however, as the interest in hosted options increased, vendors of this generation began offering hosted options. They evolved their offerings to address the changing landscape of requirements.

We want to emphasise that by categorising a particular CLMS solution as first-, second-, or thirdgeneration, this does not mean that solutions of an earlier generation, in principle, cannot possess features and functions characteristic of a later generation. We only want to point out that these solutions did not possess those capabilities during their original design and development. It is quite possible, and often happened, that earlier generation CLMS over time either developed or acquired the additional capabilities characteristic in the designs of the newer competitors coming to the CLMS market.

However, when assessing a solution's potential to meet evolving business needs, it is important to consider the original design and development of a particular solution.

While some first-generation CLMS began offering hosting options, they differed from secondgeneration CLMS, as the older solutions originally were not designed to be run in the cloud. This became apparent when they proved less responsive over the internet as second-generation CLMS optimised for cloud technology.

So, for each CLMS generation, the underlying technology and its design into the tool can significantly impact the delivery of features and functions within a particular solution.



The same applies to the operating models of the second-generation CLMS that arrived on the market around the late 2000s and utilised relational/XML databases, integrated Microsoft Word, web services, and standard APIs. Built on cloud-based technology, these operating models improved flexibility through administrative configuration tools and included vendors such as Apttus, Conga, Novatus, and SpringCM.

It was during this second generation that a new set of gap solutions arrived. They applied AI technology to various use cases, e.g., extracting language and terms from documents, comparing language between contracts and templates, and comparing language between contracts and playbooks. CLMS vendors varied in their approach to incorporating these use cases into their solutions. As the enterprise market took hold, CLM vendors began incorporating more business process functions within their CLMS. Some vendors offered standard integration packages with some of the more common back-office systems (e.g. Ariba, Salesforce, Workday, etc.).

And finally, the same thing happened again with the third generation of CLMS, which appeared in the late 2010s and includes vendors such as Agiloft, Icertis, Ironclad, Malbek, and Ultria. These vendors have taken a design approach of limited configurability and improved user experience for the administrator and the end user. And because AI arrived before these new CLMS did, the AI capability was integrated into their design (in contrast to "AI-augmentation" of already existing products).

Let's revisit the technological characteristics of the first three CLMS generations shown in Graphic 6. The first technological differentiator we described is the deployment model of each CLMS generation.

The second technology differentiator is the integration model. The first-generation CLMS is mainly characterised as one-off development as there was no integration with the product. Instead, customer interest drove integration. The second generation began with Web Services and undefined APIs because they were necessary to be competitive. As the second-generation grew market share, the need for defined APIs (i.e. Salesforce CRM and integrations with business solutions) became standard requirements. The third-generation CLMS includes self-administration of APIs using no-code or WYSIWYG administration tools to integrate a CLM into broader contracting processes.

Finally, the third technology aspect is the AI Model (Artificial Intelligence). In first-generation CLMS, commercial AI did not exist; the technology incorporated academic settings. A market introduction stage began when the gap market solutions of AI tools began to appear on the market. Once these tools received market attention, the second-generation CLMS began designing Integrated Add-On modules of AI capability into their data model to enable custom use-case development.

The third-generation CLMS vendors, knowing that AI had become viable with identified use cases integral to the contracting process, included AI in the internal design of the data model, thereby seamlessly enabling it to be configured by a technical administrator during deployment based upon the identified use case.

Thus, "time of design" is a crucial factor both for categorising a CLMS as first, second, or third generation and for identifying the fourth-generation CLMS solutions which do not yet exist but are about to emerge (and which we will discuss in Chapter VII).



Contracting Technology Innovation (Case Study #1) Financial Services Software Company

Scenario: Adaptive Insights engaged Elevate to migrate all its legacy contracts to their new SpringCM and then integrate Salesforce with SpringCM so they could view accounts-related contracts directly within Salesforce.

Solution: Analysed all contracts using ContEXT, Elevate's in-house, augmented AI platform for Contract Analysis, Review, and Migration, to organise contracts and extract objective and subjective metadata.

Extracted metadata was then consolidated in a worksheet with organised contracts in a family and parent-child hierarchy for delivery to Adaptive Insights and migration of contracts to SpringCM, configured to accept respective attribute fields.

Benefits

- Salesforce integration enabled customer to view in a separate tab all relevant contracts in the SpringCM repository on the relevant account page.
- SpringCM repository enabled proactive obligation management so that customer could easily find contracts expiring in a specific month using SpringCM search that leverages enriched contracts and metadata through an attribute group.
- Extracted metadata could be used for a smooth migration of all contracts to a different CLM platform in the future.

In summary, looking at all technological aspects of CLMS (i.e., Development model, Integration model, AI model) and their evolution over time, we can see a clear trend towards integration into larger environments and simplification of usage. Notably, this trend also occurs in the other three constituents of contracting (Process, Content, and People). We will examine those elements in the next three chapters.

IV. Processes Are Owned by the Business

World Commerce & Contracting (WCC, formerly the IACCM) describes CM as a process consisting of a series of actions with no overall ownership. It states that in most organisations, the contract negotiation process is complex and lacks controls, making compliance difficult. Moreover, according to the WCC, legal departments typically are not technology leaders, which makes adopting innovative software solutions difficult.

One reason for the lack of overall ownership of CM is that contracting, as a business practice, affects all areas of the enterprise, including not only corporate services such as legal, finance, human resources, IT, research and development, but also vendor-, partner-, and customer-facing units like procurement, production, marketing, sales, and service.

In terms of process descriptions, the lack of overall CM ownership results in it being described in its most generic form as activities around the contract as a document, as in the example below.





Since contracts, as legal documents, are owned by the legal department, these sorts of generic process descriptions centred on the management of contracts lead to the widespread misconception that the activity of contracting is also owned by legal.

However, as stated earlier, contracting is a business activity, and contracting processes, therefore, must be owned by the respective people or lines of business that seek to collaborate with outside people or organisations.

In terms of Process (the second constituent of contracting, following Technology), we again use three aspects – use cases, workflow, activities – to differentiate the evolution of features across the CLMS generations:

		1st Generation CLMS Early 2000's		2nd Generation CLMS Late 2000's		3rd Generation CLMS The 2010's	
	USE CASES	Legal	Proc	urement	Sales		Enterprise
PROCESS	WORKFLOW	N/A - Serial	Para	llel - Ad-hoc	Template - C	Clause	Event
	ACTIVITIES	N/A - Recordable	Assi	gnable	Traceable		Interrelated

Graphic 8: Process Aspects of the First Three CLMS Generations

The First Aspect of the CM Process: Use-Cases

The first-generation CLMS focused on contracting use cases within the legal department, concentrating on what was in the contract without considering integration into other lines of business on the buy- or sell-side.

By the time the second-generation CLMS arrived on the market, entities other than law departments had begun to be interested in these systems. Procurement sought CLMS to address spend-management initiatives, and sales had an interest in CLMS to address revenue leakage. Both of these concerns tie back to the integration model described above. Incorporating additional business needs into CLM initiatives increased the need for flexibility in deployment options to address the broader range of contracting use cases across the enterprise.

By the time the third-generation core-competency CLMS came to the market, the need for multiple use-case support was part of the standard CLMS offering. By design, offerings supported end-to-end contracting use cases across the enterprise, wherever their origin and whatever business activity they concerned.

The Second Aspect of the CM Process: Workflow

Workflow is the second process aspect where depth and breadth of capability in design can be distinguished across the CLMS generations. The first-generation CLMS did not initially incorporate workflow processing, but vendors began to enhance data models to support routing records for review and approval. At first, vendors enabled a serial workflow process. However, workflow features quickly evolved to meet requirements. Some vendors incorporated parallel processing of approvals within the workflow steps and added ad-hoc routing capability and administrative features for delegate and out-of-office controls.

The core-competency vendors of the second-generation drove the improvements and established the standards for document creation within CLM template and clause libraries, extended the use of workflow within the tool beyond Graphic 7, and enhanced administrative capabilities for managing the application.

The Third Aspect: Activities

The continued expansion of CLM use cases across the enterprise required data- and process-level integrations with legacy systems. This led to event-driven workflow requirements connecting processes between the departments associated with the triggering event.

The incorporation of activities as a CLMS feature has taken on many different forms. Initially, activities were recordable within the record of the related contract. The record was available for review without associated actionable options. As the requirements for activities became more defined within RFPs, the data model limited first-generation vendors. Their solutions could not incorporate activities into the workflow; the capability to store a username to make them assignable and trigger a notification based on a date field was the best these early generations could manage. Early design improvements to mimic workflow were addressed by making the activity traceable (providing the ability to capture feedback from the assignee on its completion) or were supported through integration with a legacy system.



Third-generation CLMS vendors, having had 15-plus years of design and requirements feedback, have designed interrelated activities. These systems support the concepts of milestones, obligations, events, triggers, etc., and integration with back-office applications.

Contracting Process Innovation (Case Study #2) Fortune 500 Chemical Distributor

Scenario: When new General Counsel took over the law department of an \$8B chemical distribution company, he found the legal spend growing at a fast and uncontrolled rate with no budgeting or matter management in place. He turned to Elevate to help achieve his **goal of reducing legal spend by 50% over multiple years.**

Solution: Elevate completed a top-to-bottom overhaul of the company's contracting processes. We shortened time-to-signature to improve revenue velocity, lessened the burden on Legal through tech and workflow improvements, and empowered the business side with more contracting authority.

Using data analytics and consulting from Elevate, the company conducted an assessment on the performance of outside counsel against key indicators (their efficiency and adherence to sound budgeting and decision-making processes) identified ways to streamline efforts, lower cost, and improve outcomes.

Benefits

- An increasing percentage of agreements is now implemented with pre-approved templates which don't require legal review, freeing the legal team and allowing sales to accept contract terms independently.
- Streamlined approval matrix for contracts decreased turnaround time from 9 days (with 3-9 approvers) to 2 days (with 3 or fewer approvers depending on risk).
- New contract requests are largely automated, resulting in faster drafting and negotiations.
- ElevateNext now handles many legal matters directly for the company under alternative fee arrangements and acts as coordinating counsel for matters that remained with other law firms.

In summary, the process automation facilitated by CLMS demonstrate the law department only plays a supporting role in contracting and ownership of the contracting processes lies with the respective lines of business.

Of course, law departments do play a crucial role in contracting, namely when it comes to contractual Content, the third constituent of contracting, which we examine in the next chapter.

V. Contractual Content is the Legal Domain

Laws are diverse and complex. Moreover, legislation and compliance rules that impact business terms and processes vary from country to country. These differences in laws, regulations, and legal practices pose a serious business challenge for global corporations engaged in international commerce.

It is the task of in-house law departments to be aware of national and international rules, track changes in regulations, and assess if and how these changes affect the company's business and the terms under which it practices commerce. Legal is at the forefront of protecting the company from risks that may harm its financial success, brand, and employees while allowing the enterprise to conduct business.

Contracting is a business discipline in which lawyers and the law department must fulfil their protective role. While the business owns the contracting processes, contracts – the legal documents produced during contracting – and the mutual rights and obligations that these contracts create are the true domain of legal. Legal creates and edits the contract templates; it is responsible for the final contract in each instance, wrapping technical content and commercial content into the legally binding terms and conditions.

The Three Aspects of Content

As with the constituents of contracting (i.e., Technology and Process) analysed in the preceding chapters, there are three aspects of contractual Content we are using to differentiate the three generations of CLMS: Editor, Document, and Playbook.

1: E		1st Generation CLMS Early 2000's	2nd Generation Late 2000's		n CLMS	3rd Generation CLMS The 2010's	
	EDITOR	NA - Proprietary Editor	Early	Word Integration	Word Integra	ation	Mixed Offerings
CONTENT	CONTENT DOCUMENT Text Merge	Crea	tion	Generation		Assembly	
	PLAYBOOKS	Templates	Clause Library		Risk Guidan	се	Deviation Mgmt

Graphic 9: Content Aspects of the First Three CLMS Generations

The First Aspect of Content: The Editor

Through the '90s leading up to Y2K, if you were in Legal, you were using WordPerfect or MS Word (or possibly a typewriter if you worked for a car dealership). Windows was the dominant platform for Legal, and therefore your application user experience revolved around Microsoft and the types of applications that ran in that environment.

In contrast, if you were elsewhere in the company, you likely had exposure to business applications that did not look and feel like Microsoft, e.g., J.D. Edwards, Oracle, PeopleSoft, and SAP. Consequently, you were less likely to experience the same user adoption issues that Legal might encounter.



As with process, the available underlying technology plays a significant role in how vendors can address editor options for contracts from a data management and user experience perspective. The third generation has the advantage that attorneys are younger and more adept at using technology.

Editors — to manipulate and control documents – have evolved. Early on, there were only proprietary editors. They allowed a user to draft and edit document content, but little else. As a result, they did not appreciably enhance productivity.

Aspects Two and Three: The Document and the Playbook

The first-generation CLMS vendors blazed the trail in responding to contract document creation and clause-level control requirements. However, like the second-generation CLMS vendors who designed the capability to use playbooks during negotiations, they found the problems of user experience and subsequent user adoption hard to solve. This was especially the case for legal users, even with the seemingly straightforward matter of Word integration. With the changing user landscape and incorporating additional playbook features into proprietary editors, vendors are typically providing mixed offerings.

In the early days of CLMS, computer-assisted construction of a document was non-existent, as was the concept of a playbook. Back then, solutions offered, at best, automated completion of templates using basic text merge capability to produce an output file. Static production of a contract document was not realistic given that the business terms can influence the type of language used within the clauses. The control over the content of the template through conditional logic (based on a metadata value) and the enhanced capabilities of a clause library enabled flexibility in the creation of the contract.

Contract generation became more sophisticated with the second generation, particularly as these systems allowed users to pull together multiple documents in generating a document package. The ability to generate a contract package was a significant improvement. However, document formatting remained an issue whenever parties sought to revise a contract's content during negotiations.

The requirements for clause libraries to use during negotiations expanded to include risk guidance concerning optional language selected from the library. As AI became more mainstream within CLM processing, vendors began enhancing their data models to provide deviation management of any changes suggested during negotiations, allowing user interaction to address the proposed deviations.

Most tools generate documents based on conditional logic interaction between user input, template, and clause library. Consequently, the level of complexity in controlling and manipulating the content within a contract document has continued to drive requirements for a more intelligent assembly of a contract document. Requirements have included handling groups of clauses (as opposed to one specific clause) and clauses from multiple document sources (e.g., template, exhibit, appendix, pricing, etc.) to produce a contract package for negotiation, processing, and execution.

Third-generation CLMS found themselves well-positioned to design AI into their data model to support these new requirements and their interaction with workflow processing. For example, AI can help assess the risks of clause substitutions and recommend approvals based on data from previous experiences (as opposed to using conditional logic).



Contracting Content Innovation (Case Study #3) Conglomerate Holding Company

Scenario: An Australian conglomerate holding company with controlling interest or 100% stakes in undervalued blue chip sector leaders sought to consolidate material contracts from all subsidiaries into one central repository in order to perform due diligence necessary to evaluate divestiture while minimising disruption and acquire business intelligence.

Solution: Elevate conducted a pilot leveraging its Contract Analysis, Review, and Migration (CARM) services to organise material contracts such as leases/freehold property documents, finance facilities, and JVs by harnessing proprietary AI-enabled technology and our experienced review team to extract metadata for search, retrieval, and obligation management. Using data analytics and consulting from Elevate, the company conducted an assessment on the performance of outside counsel against key indicators (their efficiency and adherence to sound budgeting and decision-making processes) identified ways to streamline efforts, lower cost, and improve outcomes.

- Identify contract clauses with change of control/assignment restrictions
- Identify parent/affiliate, company bank, and/or cross guarantees
- Identify credit change provisions
- Identify non-compete/non-solicit restrictions
- Identify material terms including effective and expiration dates, counterparties, and subsidiary legal entity name
- Customise ManageContracts to support metadata fields of interest and provide a repository for contracts

Benefits

- · Creation of centralised repository for material contracts
- Alleviate subsidiary disruption and distress when performing due diligence for potential divestiture or obtaining business intelligence
- Permit individual user login to CLMS for access to contracts, customised reporting, and uploading newly executed contracts

Overall, during contracting and CLMS evolution, Content has become more standardised, specific, structured, and modular – which directly affects the last constituent of contracting we want to examine, People. Due to predefined contract clauses for specific contract types and automated contract assembly, along with advances in AI for negotiations, most contracting requires less lawyer involvement. It can increasingly be started and completed by those who benefit from it the most: the business people.

The model will shift

from one of technology-

technology. The burden

of translating intent will

computer." (Gartner)

shift from the user to the

literate people to one

of people-literate

VI. People Are in the Driver Seat

Reading about LegalTech and the effects of digitalisation on the legal industry, one might get the impression that robots are about to replace lawyers and that people no longer play an important role within Industry 4.0.

We believe nothing could be further from the truth.

As with all technological innovations, digitalisation does disaggregate traditional value chains and disrupt established business models. As a result, some jobs will indeed become obsolete. But history shows that technological innovation creates more jobs than it eliminates.

Of course, humans need to evolve. Employees need to be open to adapt to different work environments and learn new skills. And if they do so, there will be plenty for them to do, particularly in the world of contracting!

Three "People Aspects" of CLMS: Administration, User Experience, and Reporting

In the early days of CLMS, the focus of innovators was on defining and building out a minimal viable product (MVP), along with marketing their thought leadership for the CLM space. Those who developed first-generation CLMS did not focus on designing and building more people-relevant functional capabilities impacting the administration, user experience, and reporting. We use these three aspects to differentiate CLMS generations further by supporting People (as the fourth and last constituent of contracting).

		1st Generation CLMS Early 2000's	2nd Generatio Late 2000's		n CLMS 3rd Ger The 201		neration CLMS 10's	
	ADMINISTRATION	Limited	Rule Coding		Rule Selection	on	WYSWYG	
PEOPLE	USER EXPERIENCE	Limited	Tools		Administrato	or	Self Service	
	REPORTING	Master Record Dumps	Mas	ter Record Export	Admin Repo	rting	User Reporting	

Graphic 10: People Aspects of the First Three CLMS Generations

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Aspects One and Two: Administration and User Experience

As previously discussed, the types of applications a potential user is familiar with impact how s/he perceives the experience of a given tool. As with content and process, the available underlying technology upon which the tool was built plays a significant role in addressing usability and the people-oriented areas of an application and how the vendors could approach these aspects from both a data management and user experience perspective.

The CLMS of the first generation relied on the assumption that People were literate in commercial applications. Therefore, they provided very limited capabilities for those using the system. The early market focus for contract management systems was Legal users, and their feedback was less than favourable. Legal had been accustomed to Microsoft products, Word and Outlook being the primary tools of their trade. Microsoft offered flexibility in the user experience by supporting mouse and keyboard controls; it also provided easy resizing of windows and fonts, filtering, sorting, and even colour scheme (among other features). The administration of the options available in Microsoft products was user-friendly: mouse selections of predefined options drove the application's behaviour.

All of this was quite advanced by comparison to the limited designs of first- and second-generation CLMS, which relied on tools that only IT could use, given the amount of rule coding required to manipulate what would be mouse-click options within Microsoft. Over time, as vendors enhanced their products to include rule selection from a picklist, and as most of the previously IT-configured options evolved into administrator-level tools, the third-generation CLMS became more self-service oriented, offering a WYSIWYG interface for no-code configuration of the tool.

The Third People Aspect: Reporting

When initially introduced to the user community during the first generation, reporting was limited, similarly to user experience. Enhancements to reporting were often a lower priority compared to other aspects of the tool. Initial reporting capability for first-generation tools was limited to master record dumps of data with very little, if any, user controls in the output. User expectations of being able to filter, sort, adjust columns, etc. quickly surfaced, turning master record export into Excel into the easiest, fastest, and most cost-effective way to address reporting, since companies by this time had been investing in reporting tools for the development of management reports. Like with other applications, as the market matured, so did the reporting capabilities. Newer-generation CLMS incorporate admin reporting capabilities for creating management reports, along with end-user reporting capabilities beyond simply an Excel exporter.

Contracting People Innovation (Case Study #4) Global Law Firm

Scenario: A multinational law firm feared it was becoming uncompetitive on price for certain types of commodity legal services and had fallen behind the market in developing alternative resourcing models to address this. They desired to build a legal shared services center in Leeds, UK, with a global flexible lawyering program to support all of their major offices. With limited change capability resources in-house, they sought a partner to lead strategy, design, and implementation.

Solution: Elevate provided a one-stop solution for the firm with extensive consulting experience, global flexible lawyering and managed service components, giving the firm multiple strategic options.

While the firm had initially contemplated running and operating the Leeds center themselves, after four months of successful consulting delivery, the firm's executive leadership team determined they would be better served with Elevate operating the model than running it themselves.

Benefits

- The initial consulting project created strong relationships between law firm's senior leadership team and Elevate giving the firm confidence and trust in the caliber of the Elevate team and the managed service delivery
- Elevate lawyers, bolstered by the resources of the newly acquired team from ElevateFlex, provided a global, experienced, and seamless flexible lawyering solution for the firm
- With Elevate's global reach and extensive flexible lawyer and managed services network, the firm is able to provide "more for less" to its clients

Overall, the same evolution as with the other three constituents of contracting (Technology, Process, and Content) is apparent with 'People': a tendency towards openness, inclusion, and simplicity. Contracting becomes easier for all corporate employees. CLMS users no longer must be lawyers or legal professionals, nor IT or system administrators. What is required is subject matter expertise in a particular line of business, seeing legal as a part of a greater process, and the desire to collaborate with others.

VII. AI and Its Impact on Contracting

Looking at the past is important to understand the present and imagine the future. Having discussed the historical development of the CM market and the characteristics of first-, second-, and third-generation CLMS, we can make an educated guess about what will influence the innovations that will drive the next generation of CLMS and the types of features they are likely to include.

The Evolution of CLMS Benefits

With each new CLMS generation, users have experienced an overall lower total cost of ownership and reduced maintenance. With each generation, vendors have improved tool design and leveraged the previous generation, thus reducing the level of effort and technical skillset required for administration.

Another benefit each CLMS generation has gained from the previous is a higher user adoption across a broad set of roles, due to success in orienting the user experience around people-literate technology, thus increasing the customer's success at the earliest stages of implementation and accelerating deployment across the enterprise.

What Lies Ahead: Fourth-Generation CLMS

Fourth-generation CLMS are likely to enhance these advantages of the third generation and take advantage of innovations that gave birth to new gap market solutions.

In addition, we believe that fourth-generation CLMS:

- A. Will be about total integration of the contracting process into the business, as CLM incorporates tighter post-execution compliance in completing the contracting process. At the same time, the management of contracts as legal documents will recede to being a supporting activity. One way to express this change of focus would be to define the "C" in CLMS to mean Contracting rather than Contract. Fourth-generation CLMS could be considered Contracting Lifecycle Management Solutions instead of Contract Lifecycle Management Solutions.
- B. Will further enable Smart Contracting. This term refers to the legal industry's version of what Gartner calls Hyperautomation. In simple terms, Hyperautomation means that anything that can automate should be. Echoing the concept of smart contracts as self-executing transactions on a blockchain, Smart Contracting means maximum automation across all phases of the contract lifecycle management process described in Graphic 7 (request, draft, negotiate, approve, sign, manage, close).
- C. Will expand the phenomenon of building AI into the design of the contracting solution. By further incorporating processes developed by the gap market solutions during the third generation, the fourth-generation CLMS will use natural language processing, machine learning, predictive analytics, and blockchain capabilities to enhance all four contracting constituents further.



Technology: Al will enable Multiexperience – integrated, seamless, and ubiquitous user experiences during contracting through voice interaction, conversational platforms, virtual reality, etc. Users could dictate their comments on a contract draft, just like they used to do in the old days – but without requiring a secretary to type up their audio recordings because the system will do it on the fly.

Process: Al will help create adaptive contracting processes, with potentially one end-to-end enterprise process and N process variants (e.g., for subsidiaries, geographies, lines of business, and product and service divisions) that easily adapt to changing requirements. For example, business CLMS users could write their contract clauses as free-float text, and the system would "read" this unstructured data (i.e., data not predefined by a field or by list entries) and, based on experiences with similar clauses in the past, decide if the new clause requires lawyer approval or not.

Content: Al will excavate the business value hidden in contracts, invoices, and other contracting related documents. To use an example from eBilling and Spend Management: fourth-generation CLMS, through natural language understanding, machine learning, and probabilistic reasoning, will enable law departments to reduce their legal spent with outside counsel by automatically reviewing unstructured data in invoices, detecting legal case patterns, and analysing root causes of non-compliance and over-spending.

People: Al will not only democratise contracting within the enterprise, enabling employees to collaborate internally and externally in a compliant, fast, and seamless way without needing legal or IT expertise. Al will also help change the contracting mindset from a win-lose legal mentality to a win-win business mentality. Take blockchain as an example: because technology makes it impossible to cheat, parties can concentrate on building value collaboratively rather than spending time and energy trying to build trust.

As business-integrated and AI-powered smart contracting solutions, fourth-generation CLMS will help business people make sound business decisions.

VIII. Embracing Transformation

So, where to begin? - By looking in the mirror!

Do you work in the procurement, sales, or legal division of a Fortune 500 company? Are you a General Counsel, Chief Procurement Officer, or Chief Revenue Officer? Are you a contract manager? If you want to elevate your contracting practices to the next level, you must first realise where you stand today.

For example, and strange as it may seem, even 20 years after the appearance of the first CLMS, many companies still have a fragmented contract storage landscape. One of the easiest and yet most impactful actions these companies can take to improve their contracting and contract management practices is to create a central repository for all contracts in the enterprise and build out your solution from there.

Many whitepapers like ours exist on the web, written by experts and published by technology vendors, consulting agencies, and research analysts. And most of them contain valuable insights that can be helpful for companies seeking to improve their contracting habits.

Yet all these papers, including this one, reflect a particular perspective and a specific intent. As a reader and a potential customer of software solutions and consulting services, you cannot truly benefit from any of the insights if you are unaware of how your situation compares to that of others and industry standards.



Identify the key functions and personas who will use the tool

Determine the scope required for the organisation

Prioritise templates, determine languages, identify/simplify template content, the regions the solution must support

Identify and document current state processing

Drive transformation for development of tobe state processing and document future state processing to be supported

Determine the key integrations required to allow contract data to flow easily

Determine a balance between phased transformation and budget for deployment

Graphic 11: Embracing Transformation



Know Thyself

Improvement starts with self-assessment, including knowing the contracting processes you want to augment or automate. You must also know related use cases and the necessary process integrations, along with the personas that will use them. Each of these will significantly impact the business value you can obtain from a CLMS. Furthermore, as you enter the market searching for a solution, you will express your requirements more thoroughly, enabling a vendor to better help you understand the use and benefit of the tool (ideally, through a demonstration script targeting your specific use cases).

Another crucial component of improvement is having a clear sense -- before beginning implementation of a solution – of what constitutes success. You must determine the impact (not only the mid- and long-term positives but also the short-term negatives) on your current contracting practices as well as the effort required to achieve results. All of this will better prepare your organisation for managing change and realise maximum value from vendors' offerings.

Looking into the mirror and fully understanding your situation can be difficult. Doing so requires significant work on top of your day job. But it takes time to identify the shortcomings of your existing contracting process, understand your need, develop a potential future state process, research the industry options, and search for your solution.

If you do not have the time to do this encompassing self-assessment yourself, and if you want to benefit from what other companies in your industry have already discovered, reach out to us. Elevate supports your self-assessment and subsequent digital transformation journey by providing packaged and bespoke assessment options with actionable next steps through benchmarking insights, customised design-thinking workshops, and ready-to-use solutions. Check your organisation's readiness to find, implement, adopt the right CLM tool

WCC and Elevate CLM Maturity Assessment

The Evolution of Contracting

IX. About Elevate and the Authors

Elevate is the law company. Our multi-disciplinary team of professionals provides consulting, technology, and services to law departments and law firms, offering practical ways to improve efficiency, quality, and business outcomes.



Robert Couch is a Managing Director at Elevate. Rob leads the Contracts and CLM Consulting practice at Elevate, bringing more than 35 years of experience related to business process analysis, reengineering assessment, and go-forward design in support of business transformation through software implementation and technology automation.

Rob joined Elevate in 2019 from Apttus, where he was the Vice President of CLM Advisory Services before its acquisition. For the past decade, Rob has focused on addressing legal transformation to automation within the enterprise. Before that, Rob concentrated on post-execution obligation compliance and contract lifecycle management and its incorporation and integration with upstream and downstream business process activities.

Rob's deep domain expertise rooted in ERP processing has assisted organisations in incorporating contract management processes into their enterprise, with a particular focus on incorporating process transformation through technology automation to get more value from their contract lifecycle automation.



Dr. Roger Strathausen is an independent consultant, author, and lecturer. He holds a Ph.D. from Stanford University and was an employee at SAP and an executive at Accenture. He is a co-founder of the Liquid Legal Institute (LLI) and serves as vice chair of the LLI supervisory board.

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