Product Policy Document: Vincent (platform): Not Approved on Public Terms

Product and vendor: Vincent, the AI of vLex, which Clio acquired. Arrives inside Clio and vLex subscriptions, which makes it the most likely uninvited arrival at a small California firm.

Way of working: Platform. Vendor-hosted legal AI over vLex's research corpus and the firm's uploads.

Status: Not approved for client work on the public terms, and this document exists to say why and what would change the answer. The marketing layer is strong; the public contract layer contradicts it. Tier 1 only, and thin at that, until an enterprise agreement replaces the public terms.

Implements: Model Firm AI Use Policy (42/02). Exhibits: 01 (vLex Terms and Conditions, retrieved 2026-08-05); 02 (Vincent published-posture memo, 2026-08-05; security-page claims re-checked against the live page 2026-08-07, unchanged); 11 (Wave 1 exhibits pass memo).

Document date: 2026-08-07.

1. What this is

Vincent is vLex's legal AI: research, document analysis, and workflow tools over one of the largest legal databases, now being built into Clio. For a firm that runs its practice on Clio, Vincent will not arrive as a procurement decision; it will arrive as a button. This document is the answer to the button.

The marketing says the right things (re-checked 2026-08-07): strict zero-retention agreements with AI model providers, SOC 2 and ISO 27001, envelope encryption with customer-specific keys. The public terms say something else (Exhibit 01; memo at Exhibit 02): they grant vLex an **irrevocable, perpetual, sublicensable license to user content**, including to "improve our products and services," and they permit staff and foundation-model access to user content for service improvement. Harvey and Legora bar, in their standard contracts, exactly what these terms permit. A marketing page cannot amend a contract; on the public paper, uploading a client document licenses it to the vendor forever.

Nothing here says vLex in fact trains on client uploads or that the enterprise paper (not published) fails to fix this. It says the firm cannot know from what is public, and the policy does not run on benefit of the doubt (Section 4: "Reliance on a vendor's marketing assurances is not enough").

2. The Approved Tool List row (implements Section 3)

There is no row. On the public terms, Vincent does not qualify for one. The template below exists so the enterprise-paper conversation has a target:

Vincent (platform). Tier / account type: [Enterprise agreement only; never the public click-through] | **Training disabled:** [Requires contract bar on training and service-improvement use] | **Memory off / scoped:** [Confirm at vetting] | **Retention terms:** [Requires: term-bound revocable content license; provider retention barred; deletion at termination with certification] | **Permitted input tier:** None today | **Agentic capabilities:** [Enumerate at vetting] | **Approved date:** Not approved | **Notes:** Public terms grant a perpetual irrevocable content license; see Section 3 for what must replace them

3. Required setup (implements Section 3): the rule today, the ask if pursued

The rule today, for everyone:

1. **Do not enroll in Vincent through the public signup, a Clio prompt, or a free trial, for anything**

touching client work. Use of a service can constitute assent to its terms (policy Section 3, vetting item 1), and these are terms the firm must not assent to for client content.

2. **When Vincent features appear inside Clio, they are embedded AI features** and the cross-product card (49/07) governs: off for client work until vetted. Watch Clio release notes; the integration is deepening.

The ask, if the firm wants Vincent vetted: request the enterprise agreement and order form, and require, at minimum (Exhibit 02):

1. A **no-training and no-service-improvement clause** at Harvey/Legora grade, barring subprocessor retention and human review of firm content.
2. A **term-bound, revocable content license** limited to providing the service, replacing the perpetual irrevocable license in the public terms.
3. **Deletion at termination with certification.**
4. **Provider-level ZDR restated as contract**, naming providers, matching the marketing claim.
5. The **DPA and subprocessor list**; then the standard pricing-model questions; then, if the paper holds, fill the row and change this document's status.

4. What may go in (implements Section 4)

Nothing for client work. Tier 1 use (public-information research on a personal-curiosity basis) is not a firm workflow and should not warm anyone up to the button. The Placeholder Card does not make Vincent usable: the problem is not identifiability of inputs, it is the license the terms take over whatever goes in.

This product's specific hazard is arrival by default. Nobody at the firm will "decide" to adopt Vincent the way they would decide on Harvey; it will surface inside a tool the firm already lives in, with the firm's practice data adjacent. The defense is the two rules above, stated at training, plus this document at the front desk of every Clio conversation.

5. Verification (implements Section 5)

Not applicable today. Upon any future approval, unchanged: the ladder, the statute check, the no-delegation rule.

6. The record (implements Sections 8 and 10)

Not applicable today. Note for any future vetting: platform architecture, so the record posture will be the negotiated retention schedule plus the matter-file export habit, as with the other platforms.

7. Vendor facts and evidence grades

Zero-retention agreements with model providers. Source: Exhibit 02 (vlex.com/security), re-checked 2026-08-07 | **Grade:** Published (marketing); contradicted in effect by the public terms' license | **Date:** 2026-08-05, re-checked 2026-08-07

SOC 2, ISO 27001, envelope encryption, per-customer keys. Source: Exhibit 02, re-checked 2026-08-07 | **Grade:** Published | **Date:** Same

Irrevocable, perpetual, sublicensable license to user content, including service improvement; staff and foundation-model access for improvement. Source: Exhibit 01 (public Terms), sections per Exhibit 02 | **Grade:** Contract text (the public click-through) | **Date:** Retrieved 2026-08-05

No enterprise DPA or order form published. Source: Exhibit 02 | **Grade:** Absence verified on the published record | **Date:** 2026-08-05

The one-line version for a partner in a hurry: the security page promises what the terms take back; do not click through.

8. Re-vetting triggers (implements Section 12)

1. **The public terms change** (Exhibit 01's source). If the content license narrows, this document's core finding changes; re-read in full.
2. **An enterprise agreement is obtained** (Section 3's ask list becomes the checklist).
3. **Clio integration milestones**: Vincent features appearing inside Clio surfaces the firm uses daily; each appearance triggers the embedded-AI card and a check of this document's currency.
4. **vLex or Clio corporate changes** (the acquisition is recent; terms consolidation is likely).