

## **SUMMARY: Clauses Omitted from NAIDA Service Commitment**

This summary lists important clauses intentionally omitted from NAIDA's short commitment and explains the impact on AIGENIE:

- **Indemnification:** Without indemnity, AIGENIE cannot require NAIDA to defend or pay damages arising from NAIDA's negligence or data breaches.
- **Confidentiality and Data Protection:** No binding obligations to protect Customer confidential information or to follow data processing instructions.
- **Service Credits / Remedies:** No enforceable financial remedies or credits for missed SLAs; limited recourse for extended outages.
- **Audit Rights:** AIGENIE cannot audit NAIDA's systems or performance to verify compliance.
- **Termination Rights:** No clear termination for cause or convenience tied to SLA breaches.
- **Insurance Requirements:** No contractual requirement for cyber or professional liability insurance with minimum limits.
- **Breach Notification & Cooperation:** No time-bound notification or cooperation obligations for security incidents.
- **Governing Law and Dispute Resolution:** No stated governing law or dispute resolution procedure.

Recommendation: Require NAIDA to execute a full SOW or MSA including binding indemnity, confidentiality/data processing clauses with breach-notification timelines, enforceable SLA remedies, audit rights, insurance minimums, and clear termination rights tied to SLA breaches.