### **Document-1: Master Services Agreement (TechFusion & GreenTech)**

#### **Obligations**

* The Service Provider must maintain **99.95% system uptime** and meet resolution SLAs for different severity levels.
* The Client must **pay ₹5,00,000 per month** within 30 days of invoice receipt.
* The Service Provider must **implement ISO 27001-compliant security protocols** and use VPN with MFA.
* Upon termination, the Service Provider must **hand over all data and revoke access within 10 working days**.
* The Service Provider must **support quarterly audits** by the Client regarding data handling.

#### **Risks**

* **Liability Clause** does not clearly cap damages, exposing the Client to potential legal risk.
* **Service Credits** as penalties may be insufficient to deter repeated SLA violations.
* **Subcontracting clause** allows third parties under loose controls — could risk IP and quality.

#### **Deadlines**

* **Payment**: Within 30 days of invoice.
* **Termination notice**: 60 days for convenience, 15 days to cure breach.
* **Quarterly audits**: Must comply with scheduling.
* **Data handover**: 10 working days post termination.

#### **Recommendations**

* Cap the Service Provider’s liability explicitly to **6 months of fees**.
* Convert service credits to **monetary penalties** for repeated SLA breaches.
* Enforce **stricter subcontractor approval criteria** and joint NDAs.
* Require **detailed audit logs and escalation protocol** for data breach incidents.

### **Document 2: Data Sharing and Protection Agreement**

#### **Obligations**

* The Provider must share **pseudonymized datasets monthly via secure SFTP**.
* The Recipient must **encrypt data at rest and in transit using AES-256**.
* The Recipient must **maintain audit logs**, **restrict RBAC-based access**, and comply with **ISO 27001 and SOC 2 Type II**.
* All **breaches must be reported within 12 hours**, with RCA submitted in 72 hours.
* Consent records must be **retained for 5 years**.

#### **Risks**

* Liability is capped at ₹1 Cr, **regardless of volume or severity of breach** — this is risky given regulatory stakes.
* Lack of clarity on **how model drift and fairness metrics will be validated**.
* Data usage restriction enforcement relies **entirely on auditability**, not technical enforcement.

#### **Deadlines**

* **First dataset delivery**: On or before February 15, 2024.
* **RCA submission post-breach**: Within 72 hours.
* **Consent log retention**: 5 years minimum.
* **Contract termination notice**: 45 days.

#### **Recommendations**

* Tighten breach penalty clause by **adding cumulative caps per quarter**.
* Add **data masking and watermarking** to detect misuse.
* Clarify **process for revoking data access** upon contract suspension.
* Require **human-in-loop validation** for any AI decision-making informed by the data.

### **Document 3: Procurement Contract (NovaSteel & IronForge)**

#### **Obligations**

* The Supplier must deliver **3 CNC machines and 2 welding stations** by **May 15, 2024**.
* The Supplier must provide **installation, calibration, and acceptance testing support**.
* Preventive maintenance must be conducted **every 6 months for 3 years**.
* Equipment must meet **BIS, CE, and ISO standards** and pass acceptance tests.
* Supplier must maintain **transit insurance and replace/repair any damaged units**.

#### **Risks**

* Delivery delay penalty is capped at 10% — **might not compensate for production loss**.
* No clarity on **what happens if equipment fails acceptance even after multiple attempts**.
* Subcontracting is allowed, but **approval criteria are not strictly defined**.
* Ambiguity in **Force Majeure coverage for logistics vs manufacturing delays**.

#### **Deadlines**

* **Equipment delivery**: May 15, 2024.
* **Commissioning deadline**: May 20, 2024.
* **Payment terms**: 30% advance, 40% on delivery, 30% post-commissioning.
* **Buyer inspection**: Within 10 business days of delivery.

#### **Recommendations**

* Raise **penalty cap** for delays beyond 15 days to cover production losses.
* Include a **remediation limit (e.g., 2 attempts) for acceptance testing** before enabling termination.
* Define **explicit evaluation criteria** for approving third-party subcontractors.
* Clarify **grace periods for import-related customs delays** under Force Majeure.