

MASTER SERVICES AGREEMENT (TEST DOCUMENT)

This Master Services Agreement ("Agreement") is made for testing purposes only and does not create any real legal obligations. The parties are referred to as "Provider" and "Client". This fake contract contains multiple clause formats, nested lists, and a small table to support testing of clause extraction software.

1. Definitions

1.1 "Confidential Information" means any non-public information disclosed in writing or orally that is identified as confidential.

1.2 "Services" means the work to be performed by Provider as described in Schedule A.

1.3 Headings are for convenience only and do not affect interpretation.

2. Term and Termination

2.1 This Agreement commences on the Effective Date and continues for a period of 24 months unless terminated earlier.

2.2 Either party may terminate for material breach if the breach is not cured within thirty (30) days after written notice.

2.3 Upon termination, Provider will deliver a final invoice and Client shall pay for all Services performed up to the termination date.

3. Fees and Payment

3.1 Fees will be as set out in Schedule A.

3.2 Payment is due within thirty (30) days of invoice receipt.

3.3 Late payments incur interest at 1.5% per month or the maximum permitted by law, whichever is lower.

3.4 Taxes: Each party is responsible for its own taxes, except for any sales taxes imposed on the transactions hereunder.

4. Confidentiality

4.1 Each party shall keep Confidential Information strictly confidential and not disclose it to any third party except as permitted herein.

4.2 Permitted disclosures include:

- a) disclosures required by law or regulation (provided notice is given to the disclosing party when lawful to do so);
- b) disclosures to a party's employees or contractors who need to know such information;
- c) disclosures to a purchaser in connection with a merger or sale of substantially all assets (subject to confidentiality obligations).

4.3 The obligations of confidentiality survive termination for a period of five (5) years.

5. Intellectual Property

5.1 Provider retains ownership of pre-existing intellectual property and tools ("Provider IP").

5.2 Unless otherwise agreed in writing, Client receives a non-exclusive, non-transferable license to use deliverables for internal business purposes.

5.3 In the event of joint development, ownership will be allocated according to a separate written agreement.

6. Warranties and Disclaimers

6.1 Provider warrants that Services will be performed in a professional and workmanlike manner consistent with industry standards.

6.2 EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SERVICES ARE PROVIDED "AS IS" AND PROVIDER DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY.

7. Liability and Indemnification

7.1 Each party's aggregate liability arising out of or relating to this Agreement will not exceed the total fees paid in the 12 months preceding the claim.

7.2 Neither party will be liable for indirect, incidental, special, or consequential damages.

7.3 Indemnification:

a) Provider will indemnify Client against third-party claims arising from Provider's breach of intellectual property rights.

b) Client will indemnify Provider against claims arising from Client's misuse of deliverables or breach of representations.

8. Data Protection

8.1 The parties agree to comply with applicable data protection laws.

8.2 Provider will implement reasonable technical and organizational measures to protect personal data.

8.3 Data breach notification: Provider will notify Client without undue delay upon becoming aware of a personal data breach affecting Client's data.

9. Subcontracting

9.1 Provider may subcontract parts of the Services but remains responsible for Contractor performance.

9.2 Provider will ensure subcontractors abide by confidentiality and security obligations at least as protective as those in this Agreement.

10. Notices

10.1 All notices must be in writing and sent to the addresses listed in Schedule B.

10.2 Notices are deemed given: (a) on delivery if delivered personally; (b) three (3) business days after mailing by certified mail; or (c) one (1) business day after confirmed email transmission.

11. Miscellaneous

11.1 Governing Law: This Agreement is governed by the laws of Testland.

11.2 Entire Agreement: This Agreement, together with its schedules, constitutes the entire agreement between the parties.

11.3 Amendments must be in writing and signed by authorized representatives.

11.4 Severability: If any provision is found invalid, the remainder will continue in effect to the fullest extent permitted by law.

Schedule A — Services and Fees

Service	Description	Rate (GBP)
Consulting — Tier 1	Up to 40 hours/month, priority support	£150/hour
Consulting — Tier 2	Up to 20 hours/month	£100/hour
Custom Development	Fixed-price projects; quoted per project	Quoted

Schedule B — Notice Addresses

Provider: 123 Provider Lane, Test City, TC1 2ST; email: provider@example.test

Client: 456 Client Avenue, Exampleton, EX3 4PL; email: client@example.test

Executed as a test document — no real parties or obligations.