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MASTER SERVICES AGREEMENT (SAMPLE)

1. Term

This agreement commences on the effective date and continues for an initial period of twenty-four months. The agreement renews automatically for successive periods of twelve months unless either party gives notice of non-renewal.

14. Termination

14.1 Either party may terminate this agreement for convenience. Such termination requires ninety (90) days written notice to the other party.

14.2 Either party may terminate this agreement early without penalty. Notice of early termination must be given at least ninety (90) days before the intended termination date. A termination notice that does not meet this notice period is not effective and the agreement continues in force.

14.3 Either party may terminate this agreement immediately on written notice if the other party commits a material breach that remains uncured for thirty (30) days after written notification of the breach.

15. Fees

Fees are invoiced monthly in arrears. Invoices are payable within forty-five (45) days of the invoice date. Late payment accrues interest at the statutory rate from the day after the due date.

16. Liability

Neither party excludes liability for death or personal injury caused by negligence. Subject to that, each party's aggregate liability under this agreement is limited to the fees paid in the twelve months preceding the claim.