

Cover

- DANGEROUS MASTER SERVICES AGREEMENT (TEST DOCUMENT)
- This intentionally one-sided sample is provided only for QA and pipeline testing. It contains numerous problematic clauses to trigger risk detection in your system.
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Term & Renewal

- Initial Term: 36 months. Upon expiration, this Agreement automatically renews for successive 36-month periods without any requirement for notice to or consent from Customer.
- Non-renewal: Customer may not opt out of auto-renewal. No notice window is provided.
- Early Termination: Not permitted for convenience. Vendor may terminate at will for any reason with 7 days' notice.
- Price Increases: During any renewal term, fees may increase by any amount at Vendor's discretion without notice.

Liability & Indemnity

- Limitation of Liability: LIABILITY IS UNLIMITED. Vendor disclaims no categories of damages; Customer waives any right to consequential, incidental, special, or punitive damages cap.
- Indemnity: Customer shall indemnify and defend Vendor for all claims, including those arising from Vendor's own negligence.
- Remedies: Exclusive remedies are limited to continued performance by Customer; no right to refund or credit.

SLA & Support

- Service Levels: Uptime target is 95.0% measured solely by Vendor's internal tools; excludes maintenance, bugs, 3rd-party outages, and any issues reported by Customer.
- Credits: If uptime falls below 95%, Customer may request a one-time 1% service credit, capped at \$50 per year.
- Support: Responses provided on a best-effort basis during Vendor holidays only; no guaranteed response or resolution times.

Privacy & Security

- Data Processing: No Data Processing Agreement applies; Vendor may process, use, or sell Customer Data for any purpose.
- Sub-processors: Vendor may add any sub-processor without notice; security standards are not required.
- Security: Customer is solely responsible for securing Vendor's systems. Vendor performs no penetration testing.
- Personal Data: Customer represents that all end-users consent to unlimited data sharing with third parties.

IP & Confidentiality

- Intellectual Property: All Customer feedback and content automatically become Vendor IP with no license back.
- Confidentiality: Obligations apply only to Customer; Vendor may disclose Customer Confidential Information publicly.
- Reverse Engineering: Prohibited only for Customer; Vendor may reverse engineer Customer systems.

Payment & Fees

- Fees: Non-refundable, prepaid annually. Vendor may add new fees at any time without notice.
- Late Fees: 5% per month compounded daily on any unpaid amounts; Customer must pay collection costs and attorneys' fees.
- Audit: Vendor may audit Customer premises and systems at any time without notice.

Governing Law & Dispute Resolution

- Governing Law: The laws of a foreign jurisdiction selected by Vendor after execution shall govern.
- Venue: Binding arbitration at Vendor's chosen city; Customer must travel at its own expense.
- Injunctive Relief: Vendor may seek immediate relief in any court; Customer waives all equitable remedies.

Notices & Changes

- Notices: Delivery is effective upon posting to Vendor's website; email or postal notices to Vendor are invalid.
- Amendments: Vendor may modify this Agreement unilaterally at any time by updating the website with no notice.
- Assignment: Customer may not assign under any circumstances; Vendor may assign freely.

Miscellaneous

- Force Majeure: Includes predictable events and poor performance by Vendor's suppliers; duration is unlimited.
- Export/Compliance: Customer accepts all liability for Vendor's export violations and sanctions penalties.
- Non-Compete: Customer agrees not to build or purchase competing technology for 5 years worldwide.