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8. **Limitation of liability:** Neither party shall be liable under this agreement to the other party for indirect, special, exemplary, punitive or consequential damages including without limitation loss of goodwill, whether arising from negligence, breach of contract or otherwise. Our liability in contract, tort or otherwise arising out of or in connection with the Agreement shall in respect of any one or more incidents not exceed the total fees received by us from you for the Product in the 12 months prior to the date the incident occurs. This clause shall survive termination of the Agreement.
9. **Confidentiality:** Neither party shall, except as required to perform our and / or your respective rights and obligations, use, copy, adapt, alter, disclose to any third party or part with possession of any information or data of the other party which is disclosed or otherwise comes into our or your possession directly or indirectly as a result of these Terms and which is of a confidential nature, in writing marked confidential or, if disclosed orally, reduced to writing and marked confidential within 30 days of the date of such disclosure ("Information"). This obligation shall not apply to Information:
 - a. the receiving party can prove was in its possession at the date it was received or obtained; or
 - b. the receiving party obtains from some person other than us, you or an Affiliate with good legal title thereto; or
 - c. comes into the public domain otherwise than through the default or negligence of the receiving party; or
 - d. Is independently developed by or for the receiving party.
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11. **Force Majeure:** We shall not be liable for any delay or failure to perform any obligation under this Agreement insofar as the performance of such obligation is prevented by an event beyond our reasonable control, including but not limited to, earthquake, fire, flood or any other natural disaster, labor dispute, riot, revolution, terrorism, acts of restraint of government or regulatory authorities, failure of computer equipment and failure or delay of sources from which data is obtained.
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