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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.
10. **Solicitation.** You agree that for a period of twelve (12) months immediately following the delivery of the products purchased, for any reason, whether with or without cause, you shall not either directly or indirectly solicit, induce, recruit or encourage any of the Company's employees, who were involved in the sale, marketing, support or production of the product used, to leave their employment, or attempt to solicit, induce, recruit, encourage or take away employees of the Company.
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.
12. **Further Provisions:** The Agreement constitutes the entire understanding between the parties relating to the Product and supersedes all previous agreements and understandings whether oral or written relating to the Product. In the event of any inconsistency between these terms and conditions and the Order, the Order shall prevail. The Agreement may only be varied in writing signed by an authorized representative of each party. Failure at any time to enforce any of these terms and conditions or to require performance by the other party of any such term or condition shall not be construed as a waiver of such provision or affect the right of either party to enforce the same. If any provision is held to be invalid or unenforceable by any tribunal of competent jurisdiction, the remaining provisions shall not be affected and shall be carried out as closely as possible according to the original intent. The Agreement does not confer any rights to or on any third party. The Agreement shall be governed by the laws of England and Wales. The parties irrevocably agree to the exclusive jurisdiction of the Courts of England.