

demand, suit, or proceeding made or brought against PRONTO CONSULTING, LLC by a third party alleging (a) that Customer's Data, or Customer's use of the Platform in violation of this Agreement, infringes or misappropriates the US intellectual property rights of a third party or violates applicable law or (b) a claim arising from the breach by Customer, Customer's Affiliates, or Users of the Acceptable Use Policy as described in Section 3.3 of this Agreement, (collectively and individually for the purposes of this Section 9.2, "Claim against PRONTO CONSULTING, LLC") and shall indemnify PRONTO CONSULTING, LLC for any damages finally awarded against, and for reasonable attorney's fees incurred by, PRONTO CONSULTING, LLC in connection with any such Claim against PRONTO CONSULTING, LLC that are specifically attributable to such Claim against PRONTO CONSULTING, LLC, or those costs and damages agreed to in a monetary settlement of such Claim against PRONTO CONSULTING, LLC; provided, that PRONTO CONSULTING, LLC (a) promptly gives Customer written notice of the Claim against PRONTO CONSULTING, LLC; (b) gives Customer sole control of the defense and settlement of the Claim against PRONTO CONSULTING, LLC (provided that Customer may not settle any Claim against PRONTO CONSULTING, LLC unless the settlement unconditionally releases PRONTO CONSULTING, LLC of all liability for the Claim against PRONTO CONSULTING, LLC); and (c) provide to Customer all reasonable assistance, at Customer's expense.

9.3. Exclusive Remedy. This Section 9 (Mutual Indemnification) states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of third-party claim for infringement, or misappropriation.

10. LIMITATION OF LIABILITY

10.1. Limitation of Liability. EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS AS SET FORTH IN SECTION 9 (MUTUAL INDEMNIFICATION), IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ONE TO THE OTHER ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER OR, WITH RESPECT TO ANY SINGLE INCIDENT, THE AMOUNT PAID BY CUSTOMER HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT. THE FOREGOING SHALL NOT LIMIT CUSTOMER'S PAYMENT OBLIGATIONS UNDER SECTION 5 (FEES AND PAYMENT).

10.2. Exclusion of Consequential and Related Damages. IN NO EVENT SHALL EITHER PARTY OR THEIR LICENSORS HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, REVENUES, DATA, OR USE, OR OTHER ECONOMIC ADVANTAGE, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, OR PUNITIVE DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE PLATFORM, OEM PRODUCTS, OR THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SAME OR FOR ANY CONTENT, OR ANY INTERRUPTION IN SERVICE, HOWEVER CAUSED, WHETHER IN CONTRACT, TORT, OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

11. TERM AND TERMINATION

11.1. Term of Agreement. This Agreement commences on the Effective Date and continues until all subscriptions granted in accordance with this Agreement have expired or been terminated.