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5. We shall have no liability or responsibility for problems with the Computer Files caused by misuse, improper installation, alteration or modification by you or for problems arising out of the malfunction of your equipment or other software not supplied by us. You acknowledge that the Computer Files may include features limiting their operability beyond the scope of the license, and we shall be entitled to use in good faith self-help, including electronic means, to prevent the use of the Computer Files beyond their licensed scope. You acknowledge that we are not liable or responsible for information on the Computer Files that may become outdated with time.
6. The Computer Files may not identically conform to corresponding information provided in hard copy, and we do not warrant the accuracy of the information contained in the Computer Files.
7. To the fullest extent allowed by law, and except for the warranties expressly stated in these Terms of Service, the Computer Files are provided "as is", and we disclaim all other warranties, terms or conditions, express or implied, either in fact or by operation of law, statutory or otherwise, including warranties, terms or conditions regarding merchantability, fitness for a particular purpose, non-infringement, and satisfactory quality.
8. To the extent we access your computer systems using ETL software including but not limited to Venturi, we agree as follows: (1) to not extract your confidential information or any other information that is not reasonably necessary for us to prepare the Computer Files or otherwise perform services for you; and (11) to conduct read-only access and not overwrite your data.
9. We shall not be liable to you for any incidental, special, indirect, consequential or punitive damages of any character concerning the Computer Files, including without limitation, damages for: loss of business or goodwill, work stoppage, loss of information or data, loss of revenue or profit, computer failure, or other financial loss arising out of or in connection with the installation, maintenance, use, performance or failure of the Computer Files, regardless of the legal theory asserted, whether based on breach of contract, breach of warranty (either express or implied), tort (including negligence), product liability, or otherwise, and even if you have been advised of the possibility of such damages and even if a remedy set forth herein is found to have failed of its essential purpose. Notwithstanding the above, to the extent the terms of this section D conflict with the terms section B, the terms of section B shall control.

E) Portal Hosting and Maintenance.

We shall host and maintain of the above described portal for the term of the agreement.

Our web data server environment includes a redundant/fail over power system, multiple power sources and long-term generator power, and multiple entry points for Internet bandwidth from different providers for increased reliability. Services include automated transfer of data updates, mutually agreed upon website improvements and modifications, and regular functionality enhancements through the web hosting period. Services related to connecting to new versions of existing third-party databases and services related to connecting to new databases in the event of a change in third party providers are not covered by the agreement. We will also maintain website usage statistics which can be viewed by your staff through an interface. Certain onsite hardware and software