

Aggregate Liability Cap Clause

1. Aggregate Liability Cap

Except as otherwise expressly provided herein, the total cumulative liability of either party (including its affiliates, employees, and agents) arising out of or relating to this Agreement, whether in contract, tort (including negligence), or otherwise, shall not exceed, in the aggregate, the total fees paid or payable by the Client to the Service Provider under this Agreement during the twelve (12) month period preceding the event giving rise to such liability.

2. Exclusions

The foregoing limitation shall not apply to liability arising from: (a) breach of confidentiality obligations; (b) infringement of intellectual property rights; (c) gross negligence, wilful misconduct or fraud; or (d) indemnification obligations explicitly stated in this Agreement.

3. No Consequential Damages

In no event shall either party be liable to the other for any indirect, incidental, special, or consequential damages, including but not limited to loss of profits or business interruption, even if advised of the possibility of such damages.

4. Survival

This section shall survive the expiration or termination of this Agreement.

Important Notes

- Aggregate liability caps are a standard way to limit risk exposure for parties in a contract.
- Always ensure exclusions (e.g. for intentional misconduct or indemnities) are clearly defined.
- Review related clauses such as confidentiality, indemnity, and dispute resolution for interplay.
- Consult with legal counsel to verify applicability and enforceability under relevant law.