

Mutual Limitation of Liability Clause

1. Limitation of Liability

Except for liability arising from gross negligence or willful misconduct, in no event shall either party be liable to the other for any indirect, incidental, consequential, special, exemplary, or punitive damages (including, without limitation, loss of use, data, business, or profits) arising out of or in connection with this Agreement, whether such liability results from breach of contract, tort, strict liability, or otherwise, even if such party has been advised of the possibility of such damages.

2. Cap on Liability

Each party's total cumulative liability to the other party for any and all claims, damages, or losses arising out of or in connection with this Agreement shall not exceed, in the aggregate, the total amount paid or payable by Client to Provider under this Agreement during the twelve (12) months immediately preceding the event giving rise to such liability.

3. Exclusions

The limitations set forth in this section shall not apply to: (a) either party's indemnification obligations; (b) breach of confidentiality obligations; (c) infringement or misappropriation of intellectual property rights; or (d) any liability which cannot be excluded or limited by law.

4. Survival

The provisions of this section shall survive termination or expiration of this Agreement.

Important Notes:

- This template is a general example and should be adapted to the specifics of your contractual relationship.
- Limitation of liability clauses are subject to local laws and may not be enforceable in all jurisdictions.
- Carefully consider any statutory or legal exclusions before using this template.
- Consult a qualified attorney before finalizing or signing any legal agreement.