

# Sample Survival of Limitation of Liability Clause

## **1. Limitation of Liability**

Except as expressly provided herein, in no event shall either party be liable to the other for any indirect, incidental, consequential, special, or exemplary damages arising out of or in connection with this Agreement, including but not limited to damages for loss of profits, goodwill, use, data, or other intangible losses (even if such party has been advised of the possibility of such damages). In any event, each party's aggregate liability under this Agreement shall not exceed the total amount paid or payable by Client to Company under this Agreement during the twelve (12) months preceding the event that gave rise to such liability.

## **2. Survival**

The parties agree that all provisions of this Agreement relating to indemnification, confidentiality, disclaimers, limitations of liability, and any other provisions that by their nature should survive termination or expiration, shall so survive any termination or expiration of this Agreement.

## **3. General**

This Clause shall be governed by and construed in accordance with the laws of the applicable jurisdiction as set forth in the Agreement. No amendment or modification of this Clause shall be valid unless it is in writing and signed by authorized representatives of both parties.

### **Important Notes:**

- This clause is commonly found in service agreements and commercial contracts.
- Limitation of liability caps the exposure of each party to specified risks.
- Survival language ensures that key protections remain enforceable after the contract ends.
- This is a sample format; always adapt clauses to your specific circumstances and seek legal advice.
- Local laws and regulations may affect the enforceability of such provisions.