1. Except as expressly provided herein, under no circumstances shall either party be liable to the other for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, loss of revenue, loss of data, or business interruption, arising out of or related to this Agreement, even if the party has been advised of the possibility of such damages.
2. Subject to Section 1, the total cumulative liability of either party to the other for all claims, losses, or damages arising out of or related to this Agreement, whether in contract, tort (including negligence), strict liability or otherwise, shall not exceed the total fees paid or payable by the Client to the Contractor under this Agreement during the twelve (12) months preceding the event giving rise to the liability.
3. Notwithstanding anything to the contrary, nothing in this Agreement shall limit or exclude either party’s liability for:  
   a. death or personal injury caused by its negligence;  
   b. fraud or fraudulent misrepresentation;  
   c. willful misconduct or gross negligence;  
   d. any other liability which cannot be excluded or limited under applicable law.
4. The Client acknowledges and agrees that the Contractor has set its fees in reliance upon the limitations and exclusions of liability set forth in this clause and that the same form an essential basis of the bargain between the parties.
5. Each party shall take all reasonable steps to mitigate any loss or damage which it may suffer or incur in relation to any claim brought under this Agreement.