

1. Confidentiality: The Parties agree that all terms and conditions of this Agreement, and any confidential or proprietary information disclosed in connection with the performance of this Agreement, shall remain confidential and shall not be disclosed to any third party without prior written consent, except as required by law.

2. Limitation of Liability: In no event shall either party be liable for any indirect, incidental, special or consequential damages, including but not limited to loss of profits, revenue, or data, arising out of or in connection with this Agreement, whether in an action in contract or tort, even if the party has been advised of the possibility of such damages.

3. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of law provisions.