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UNDER NO CIRCUMSTANCES WILL EITHER PARTY'S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY CLIENT TO DAS DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM SPECIFICALLY FOR THIS SERVICE. THE FOREGOING LIMITATION DOES NOT, IN ANY WAY, LIMIT OR EXCUSE CLIENT'S FAILURE TO PAY FEES DUE UNDER THIS AGREEMENT. THE REPORTS PRODUCED BY THE SERVICES SHALL BE BASED ON THE DATA SUPPLIED BY CLIENT AND CLIENT SHALL BE SOLELY RESPONSIBLE FOR THE COMPLETENESS AND ACCURACY OF THE REPORTS. CLIENT SHALL SELECT THE ELECTRONIC MEANS AND MANNER IN WHICH IT SHALL TRANSMIT ITS DATA TO HPI AND DAS AND CLIENT SHALL BE SOLELY RESPONSIBLE FOR THE SECURITY OF TRANSMISSION AND CONDITION UP TO AND INCLUDING ITS DELIVERY TO HPI AND DAS.

Except as otherwise explicitly provided in this Agreement or as may be expressly permitted by applicable law, Client will not, and will not permit, encourage, or authorize third parties to: (a) rent, lease, loan or otherwise permit third parties to use the Services or Data Reports which HPI and DAS deliver to Client as part of the Services; (b) use the Services to provide services to third parties; (c) circumvent or disable any security or other technological features or measures of the Services; (d) attempt to derive the source code of, modify, or create derivative works of the Data Reports or the Services, or any part thereof; (e) make copies of the Data Reports the Services; (f) aggregate or otherwise create or combine the Data Reports with any databases or other compilations of data; or (g) remove, alter, or cover any copyright notices or other proprietary rights or marketing notices placed or embedded on or in any part of the Services or Reports.

Client will use reasonable efforts to prevent any unauthorized use of the Services and immediately notify DAS in writing of any unauthorized use that comes to Client's attention. If there is unauthorized use by anyone who obtained access to the Services, directly or indirectly, through Client, Client will be responsible for all such use and will take all steps reasonably necessary to terminate the unauthorized use.