

4.6 Remedy for Breach of Limited Warranty. If there is a breach of warranty under Section 4.5 you will, as your sole obligation and our exclusive remedy, defend and, at your option, settle or pay the cost of any damages awarded in any action or proceeding of any kind or description asserted against us by any third party if: (i) the claim, cause of action or damages were not caused by us; (ii) you are given prompt notices of any such claim; (iii) you have the right to solely control and direct the investigation, defense, and settlement of each such claim; and (iv) we, at your expense, reasonably cooperate with you in connection with the foregoing.

4.7 Warranty Limitation. We will have no responsibility to you under this Section 4.0 with respect to:

4.7.1 any use of the Legal Research Service or Distributed Media in a manner not authorized by this Master Agreement; or

4.7.2 abuse or modification of the Legal Research Service or Distributed Media by you.

4.8 General Disclaimer. EXCEPT AS EXPRESSLY STATED IN SECTIONS 4.1 AND 4.3 ABOVE, WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE LEGAL RESEARCH SERVICE, THE ACCURACY OR THE COMPLETENESS OF THE MATERIALS, OR THE DISTRIBUTED MEDIA; THE LEGAL RESEARCH SERVICE, MATERIALS, AND DISTRIBUTED MEDIA ARE FURNISHED ON AN "AS IS", AS-AVAILABLE BASIS. ALL WARRANTIES OF ANY TYPE NOT EXPRESSLY STATED IN THIS MASTER AGREEMENT, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED.

5.0 REMEDY AND LIABILITY LIMITATIONS.

5.1 CONSEQUENTIAL DAMAGES DISCLAIMER. UNDER NO CIRCUMSTANCES WILL WE OR ANY RELATED PARTY OR SUPPLIER BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR FOR LOSS OF PROFITS, REVENUE, OR DATA, WHETHER IN AN ACTION IN CONTRACT, TORT, PRODUCT LIABILITY, STRICT LIABILITY, STATUTE OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF THOSE DAMAGES.

5.2 LIABILITY DISCLAIMER. Neither we nor any Related Party or Supplier will be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from: (a) any errors in or omissions from the Legal Research Service or any Materials available or not included therein, (b) the unavailability or interruption of the Legal Research Service, (c) your use of the Legal Research Service (regardless of whether you received assistance from our employees or agents in using the Legal Research Service), (d) your use of any equipment in connection with the Legal Research Service, or (e) the content of any Materials.