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8. You agree that this Agreement will not create any right or cause of action for any third party, nor will IBM be responsible for any third party claims against You except as permitted by the Limitation of Liability section above for bodily injury (including death) or damage to real or tangible personal property for which IBM is legally liable.
9. Neither You nor IBM will bring a legal action under this Agreement more than two years after the cause of action arose unless otherwise provided by law without the possibility of contractual waiver or limitation.

10. Neither You nor IBM is responsible for failure to fulfill any obligations due to causes beyond its control.
11. In the event that any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement remain in full force and effect.
12. You agree also that this agreement can be executed using an electronic signature and that the binding nature of an electronic signature is the legal equivalent of a manual signature. You also agree no certification authority or other third party verification is necessary to validate our e-signature and that the lack of such certification authority or third party verification will not in any way affect the enforceability of these English language terms and conditions regardless of local language restrictions or otherwise. If You do not agree to these terms, do not use the Eligible Resources.

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