License Agreement for WiTuners Software

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E. Indemnification: You agree to defend, indemnify and hold harmless WiTuners, its affiliates, and their respective owners, directors, officers, employees and agents from and against any and all disputes, claims, damages and expenses, including attorneys' fees, arising from your use(s) of the Software.

F: Termination: This Agreement may be terminated without notice by either party for any reason or no reason at all. Upon termination, you shall stop using the Software and destroy any materials obtained from the Software and all related documentation and all copies thereof. Without limiting the foregoing, WiTuners shall have the right to determine, at its sole discretion, what conduct falls under the terms of this Agreement, and may terminate this Agreement when your conduct is deemed to be unacceptable or in violation of these terms. You agree that WiTuners will not be liable to you or any third party for any termination of this Agreement.

2. All rights not specifically granted to you herein are retained by WiTuners.
3. Changes/Amendment: WiTuners shall have the right at any time to amend, change, modify or delete any or all terms and conditions of this Agreement, or to impose new conditions or terms. Any such amendments, changes, modifications, deletions or additions shall be effective immediately upon notice. Any continued use after such notice shall constitute your acceptance of such changes, modifications, additions or deletions.

4. Severability/Waiver: You agree that the terms of this Agreement are severable. If any term or provision is declared invalid or unenforceable, that term or provision will be construed consistent with applicable law as nearly as possible to reflect the original intentions of the parties, and the remaining terms and provisions will remain in full force and effect. WiTuners' failure to exercise or enforce any right or provision of the Agreement will not be deemed a waiver of such right or provision.

5. Governing Law: This Agreement is made under and shall be governed by and interpreted in accordance with the laws of the State of Ohio, USA, without regard to that state's choice of law principles which may direct the application of the laws of another jurisdiction. Any dispute which cannot be resolved through negotiation or mediation may be submitted to the courts of appropriate jurisdiction.

6. Entire Agreement: You agree that this Agreement is the complete and exclusive agreement between you and WiTuners regarding your use of the Software. This Agreement supersedes any and all prior agreements and understandings, whether established by custom, practice, policy or precedent.