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8. Indemnity. You agree to indemnify and hold harmless BeerCellarList, Inc. and its affiliates, officers, directors, employees, consultants, agents and anyone providing information or software used in the Application from any and all claims arising from, related to, or incidental to Your use of the Application.

9. Termination. This Agreement is effective until terminated. BeerCellarList, Inc. may immediately terminate this Agreement at any

time at its sole discretion with or without notice to you. Additionally, Your rights under this Agreement will terminate automatically if you fail to comply with any term(s) of this Agreement. Upon termination, all legal rights and licenses granted to You hereunder shall terminate immediately and You shall cease all use of the Application and destroy all copies of the Application. All sections that may be reasonably interpreted to or are intended to survive this Agreement will survive this Agreement.

10. **Governing Law.** This Agreement shall be governed by the laws of the State of Illinois in the United States, without giving effect to the State of Illinois's choice of law principles. You irrevocably consent to the exclusive jurisdiction and venue of the state or federal courts in Will County, Illinois, USA for all disputes arising out of or relating to this Agreement. If any action is brought to enforce, or arises out of, the Agreement or any term, clause, or provision hereof, the prevailing party shall be awarded its reasonable attorney's fees together with expenses and costs incurred with such action.

11. **Acknowledgment of Understanding/Entire Agreement.** You acknowledge that You have read this Agreement, understand it and agree to be bound by its terms and conditions. You also agree that this Agreement is the complete and exclusive statement of the Agreement between BeerCellarList, Inc. and You and supersedes all proposals, representations or prior agreements, oral or written, and any other communications between BeerCellarList, Inc. and You relating to the subject matter of this Agreement.

12. **Severability.** You agree that the terms and conditions stated in this Agreement are severable. If any paragraph, provision, or clause in this Agreement shall be found or be held to be invalid or unenforceable in any jurisdiction, the remainder of this Agreement shall be valid and enforceable.

13. **Assignment and Transfer.** BeerCellarList, Inc. may assign, transfer, sell, rent or lend this Agreement, in whole or in part, at any time without

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