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D. Each party asserts and agrees that every contract or agreement held to aggressive legal scrutiny can be breached, minimized or otherwise nullified. Each party is willing to defer to common sense interpretation and application during any dispute resolution process.

E. Each party asserts and agrees that this contract / agreement are flawed. It is and was the intent of the parties to enter into these agreements for the purposes allowing an opportunity for Licensee to benefit from the company's software product. In part the purpose of this agreement is to preserve the companies' confidentiality, confidential information and trade secrets.

F. Each party asserts and agrees that this contract / agreement could have been assembled, refined and made better through independent legal analysis. All parties have elected to forgo that process (and the likely significant additional legal costs) and to depend upon the terms and conditions contained within this document and the common sense, implications contained.

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