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6. Severability. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part thereof shall be stricken from this Agreement, and such provision shall not affect the legality, enforceability, or validity of the remainder of this Agreement. If any provision or part thereof of this Agreement is stricken in accordance with the provisions of this section, then this stricken provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision as is legally possible.

7. Governing Law; Attorneys' Fees; Consent to Jurisdiction; and Forum Selection. This Agreement shall in all respects be governed by and construed in accordance with the laws of the State of New York, excluding that body of laws known as conflict of laws. The prevailing party in any legal action or proceeding to enforce this Agreement shall be entitled to recover from the non-prevailing party its reasonable attorneys' fees, and related costs and disbursements, incurred in connection with such proceeding or the enforcement of this Agreement. The parties hereto agree that all actions or proceedings arising out of or related to this Agreement shall be tried and litigated exclusively in the State and Federal courts located in the County of Monroe, State of New York.

8. Entire Agreement and Amendment. This Agreement represents the entire agreement between the parties concerning the subject matter hereof. This Agreement supersedes all proposals or quotations, oral or written, and all negotiations, conversations, or discussions between or among the parties relating to the subject matter of this Agreement. This Agreement may only be modified in a writing signed by both parties.