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7. Licensee agrees to indemnify and hold RGRTA and its subsidiaries harmless from, and reimburse RGRTA and its subsidiaries for, any and all claims, actions, proceedings, penalties, damages, settlements, judgments, costs and expenses, including reasonable attorneys' fees, arising out of or relating to Licensee's use or distribution of the Data or Licensee's performance or breach of this Agreement, regardless of whether such claims arise out of the law of torts or contracts; and to indemnify, hold RGRTA and subsidiaries harmless from and reimburse RGRTA and its subsidiaries for any and all costs and expenses, including reasonable attorney's fees, arising out of efforts to enforce Licensee's obligations under this paragraph.

8. All notices or other communications under this Agreement must be delivered by first class mail to:

Rochester Genesee Regional Transportation Authority
1372 East Main St.
Rochester, NY 14609
Attention: General Counsel

9. The failure of either party to enforce at any time any of the provisions of this Agreement, or the failure to require at any time performance by the other party of any of the provisions of this Agreement, will in no way be construed to be a present or future waiver of such provisions, nor in any way effect the ability of either party to enforce each and every such provision thereafter.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to any conflict of law doctrine. Each party to this Agreement submits to the exclusive jurisdiction of the state and federal courts sitting in Monroe County in the State of New York, and waives any jurisdictional, venue or inconvenient forum objections to such courts. In the event that any of the provisions of this Agreement are held by a court to be unenforceable, such provision shall be limited or eliminated to the minimum extent necessary and this Agreement shall otherwise remain in full force and effect and enforceable.

11. This Agreement constitutes the complete agreement between RGRTA and Licensee with respect to the subject matter hereof and supersedes all prior oral or written understanding, communications, or agreements not specifically incorporated herein. RGRTA reserves the right to modify or revoke this Agreement at any time.