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These Terms and your license to the program will commence at the time and on the day you click the "I AGREE" button or install, access, or use the program, whichever is earlier. These Terms and your license to the program will automatically terminate upon any failure to comply with the terms of this license. If any third party makes an intellectual property infringement claim relating to the program, PAR reserves the right to immediately terminate your License. PAR MAY, IN ITS SOLE DISCRETION, DENY USE OF AND ACCESS TO ALL OR ANY PORTION OF the program, INCLUDING SUSPENDING OR TERMINATING YOUR LICENSE AND ACCOUNT WITH PAR IF YOU ARE USING the program IN A MANNER NOT INTENDED OR IN VIOLATION OF LAW.

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This Agreement and every controversy, dispute or claim arising out of or relating to this Agreement shall be governed by the laws of the State of New York, without regard to its conflicts-of-laws provisions that if applied might require the application of the laws of another jurisdiction.

- Licensee hereby irrevocably and expressly submits to the exclusive personal jurisdiction of the Supreme Court of the State of New York and the United States District Court for the Northern District of New York, to the exclusion of all other courts, for the purposes of litigating every controversy, dispute or claim arising out of or relating to this Agreement, and any right Licensee may have to litigate any such controversy, dispute or claim in other courts is hereby waived.
- Licensee hereby irrevocably appoints the Secretary of State of the State of New York as an agent upon whom service of process may be served upon them.
- Licensee hereby irrevocably and expressly agrees that the Supreme Court of the State of New York, Oneida County, or the United States District Court for the Northern District of New York shall be the sole, exclusive, and mandatory venues for every controversy, dispute or claim arising out of or relating to this Agreement, and Licensee waives any and all right to litigate any such controversy, dispute, or claim in other courts and venues, and venue in all other courts shall be improper.

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