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(XLeratorDB engineering)

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9.5 **Consent to Jurisdiction**. Any litigation arising out of this Agreement shall be resolved exclusively by the state or federal courts sitting in New York, New York, and each party hereby irrevocably submits to the jurisdiction of any such court.

9.6 **Licensor's Remedies Non-Exclusive**. The rights and remedies of Licensor that are set forth in this Agreement shall be non-exclusive and shall not limit any rights or remedies available to Licensor at law, in equity or otherwise.

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