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- b) If at any time an allegation of infringement of any rights of any third party is made, or in or Owner's opinion is likely to be made, with respect to any of the Product, may, at its option and at its own expense
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2 **GOVERNING LAW; ATTORNEY'S FEES:** This Agreement shall be governed by the laws of the State of Illinois without reference to its conflict of laws provisions and you further consent to jurisdiction by the state and federal courts sitting in the State of Illinois.

3 **MISCELLANEOUS:** This Agreement constitutes the complete and exclusive agreement between and you with respect to the subject matter hereof, and supersedes all prior oral or written understandings, communications or agreements not specifically incorporated herein. This Agreement may not be modified except in writing duly signed by an authorized representative of and you. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable, and such decision shall not affect the enforceability (i) of such provision under other circumstances, or (ii) of the remaining provisions hereof under all circumstances. Headings shall not be considered in interpreting the Agreement.

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