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b) If at any time an allegation of infringement of any rights of any third party is made, or in the opinion of ABSA or ASSP is likely to be made, with respect to any of the Product, ABSA may, at its option and at its own expense (i) obtain for you the right to continue using the Product, (ii) modify or replace the Product or any portion thereof so as to avoid any such claim of infringements, or (iii) refund to you the License Fee. ASSP shall have no liability to you if any claim of infringement would have been avoided except for your refusal to use any modified or replacement Product supplied or offered to be supplied pursuant to this Section 4(b) or to otherwise cease using the Product. Notwithstanding anything contained in this Agreement, and except as set forth in Section 4(b) hereof, ABSA and/or ASSP's liability to you for damages pursuant to this Section 4(b), if any, shall not exceed the amounts of the License Fee paid by you for the Product subject to any such claim.

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6. **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 and provisions and you further consent to jurisdiction by the state and federal courts sitting in the State of Illinois.

7. **MISCELLANEOUS:** This Agreement constitutes the complete and exclusive agreement between ASSP and you with respect to the subject matter hereof, and supercedes 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 ASSP 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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