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# **Governing Law**. This Agreement is governed by and construed in accordance with the laws of the State of Wisconsin, as applied to agreements entered into and wholly performed within Wisconsin between Wisconsin residents. In the event the foregoing sentence is determined by a court of competent jurisdiction to not be enforceable or applicable to an action or proceeding brought by either party relating to or under this Agreement, the parties agree to the application of the laws of the country in which you entered into this Agreement to govern, interpret, and enforce all of your and Licensor’s respective rights, duties, and obligations arising from, or relating in any manner to, the subject matter of this Agreement, without regard to conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods does not apply to any such action or proceeding.

# **Jurisdiction.** Any action or proceeding brought by either party hereto shall be brought only in a state or federal court of competent jurisdiction located in Milwaukee, Wisconsin and the parties submit to the in personam jurisdiction of such courts for purposes of any action or proceeding. In the event the foregoing sentence is determined by a court of competent jurisdiction to not be enforceable or applicable to an action or proceeding brought by either party relating to or under this Agreement, the parties agree all rights, duties, and obligations of the parties are subject to the courts of the country in which You entered into this Agreement.

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