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This Agreement shall be deemed to have been made in, and shall be construed pursuant to the laws of the State of Indiana, without regard to conflicts of laws provisions thereof. Any legal action or proceeding relating to this agreement shall be brought exclusively in courts located in INDIANAPOLIS, IN, and each party consents to the jurisdiction thereof. The prevailing party in any action to enforce this agreement shall be entitled to recover costs and expenses including, without limitation, attorneys' fees. This agreement is made within the exclusive jurisdiction of the United States, and its jurisdiction shall supersede any other jurisdiction of either party's election

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