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13. General.

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13.2 *Governing Law and Venue.* The Agreement shall be governed exclusively by the laws of the USA and the State of Michigan. Any action brought by either party related to this Agreement shall be initiated and maintained in Ingham County, Michigan, or in the U.S. District Court of the Western District of Michigan, Southern Division, and the parties expressly submit to the exclusive personal jurisdiction and venue of these courts.

13.3 *Non-U.S. Resident Licensees.*

(a) If any dispute, controversy or claim arises out of or in connection with this Agreement with respect to Licensee who is not a resident of the United States or who is not doing business in the United States, including any question regarding its existence, validity, interpretation, breach or termination (a “**Dispute**”), it shall be referred, upon written notice (a “**Dispute Notice**”) given by one party to the other, to a senior executive from each party. The senior executives shall seek to resolve the Dispute on an amicable basis within fourteen (14) days of the Dispute Notice being received. Any Dispute not resolved within fourteen (14) days of the Dispute Notice being received may be referred by either party to arbitration as provided in Section 13.3(b)

(b) The Dispute shall be referred to and finally resolved by arbitration pursuant to the rules of the International Chamber of Commerce (“**ICC**”), which rules are deemed to be incorporated by reference into this Section 13.3. The tribunal shall consist of three (3) arbitrators, two (2) of whom shall be nominated by the respective parties. The chairman of the tribunal shall be nominated by agreement between the two party-nominated arbitrators within fourteen (14) days of the nomination of the second such arbitrator. Failing such agreement, the chairman shall be appointed by the ICC. The seat of arbitration shall be Lansing, Michigan. The language of the arbitration shall be English. The governing law of this contract shall be the substantive law of Michigan.

13.4 *Severability.* Any part of this Agreement held to be invalid or unenforceable shall be revised so as to make it valid and enforceable and consistent with the intent of the parties expressed in that provision. All other provisions of this Agreement will remain in full force and effect.

13.5 *Entire Agreement.* This Agreement (including all information incorporated by reference) constitutes the entire understanding of the parties with respect to the subject matter of this Agreement and may be amended only by a writing signed on behalf of both parties. Electronic mail shall not be deemed to constitute a signed writing for purposes of this modification provision. No waiver of any right or remedy will be effective unless given in writing and signed on behalf of the party making such waiver.

13.6 *Binding Effect.* These Terms and Conditions shall be binding on and insure to the benefit of Neogen and Licensee and their respective heirs, successors, or permitted assigns.

13.7 *Limitation of Action.* No Action arising out of this License, regardless of form, may be brought by either party against the other more than the longer of (a) two (2) years after the cause of action has accrued or (b) such cause of action has been discovered.

13.8 *Attorney’s Fees.* The prevailing party in any litigation involving this Agreement shall be entitled to recover, in addition to any other relief obtained, the costs and expenses, including reasonable attorney’s fees and expenses, incurred by the prevailing party.

13.9 *Construction of Agreement.* There shall be no presumption against the party who drafted this Agreement when interpreting the meaning of its provisions. This Agreement has been executed in English, and the parties hereby agree that English shall be the governing language of this Agreement.