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**(16) Records and Audit.** Licensee will keep complete and accurate books and records concerning this Agreement for at least three (3) years following the year to which they pertain. The AMA or its representative shall have the right to audit Licensee's books and records to ensure compliance with this Agreement no more than once per twelve (12) month period. AMA shall provide Licensee with reasonable notice of such audit and such audits shall not occur on less than fourteen (14) business days' prior written request. The books and records shall be made available to AMA at a single location in the

United States, during normal business hours. AMA may employ an independent auditor or AMA may choose to conduct such audit on its own behalf. Interest of the prime rate plus 1% per year will be due for any royalties found due and not paid. The prime rate will be determined by the rate listed in the Wall Street Journal on the first day of the month. AMA shall be responsible for paying the auditor's fees unless such audit discloses an aggregate under payment for the audited period in excess of five percent (5%), in which case Licensee will reimburse AMA's reasonable audit expenses. Licensee shall immediately pay the AMA any amounts due as a result of an audit. AMA will keep Licensee's records confidential. This paragraph shall survive termination of this Agreement for one (1) year.

**(17) Controlling Law.** This Agreement will be governed by the internal laws of the State of Illinois without regard to choice of law principles and by the laws of the United States of America in the English language as it is used in the United States. The courts of the State of Illinois and/or the United States District Court for the Northern District of Illinois shall have exclusive jurisdiction over any action concerning the subject matter of this Agreement, and the parties agree to submit to the jurisdiction of the courts of the State of Illinois and the United States District Court for the Northern District of Illinois.

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Last Revised: 08/28/2020

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