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c. In the event of a dispute related to this License Agreement, the prevailing party shall recover its costs and reasonable attorneys' fees in conjunction with such proceeding.

d. If there is any confusion or dispute as to whether subparagraph (a) or subparagraph (b) applies, the parties acknowledge and agree that subparagraph (b) regarding arbitration in Neuchâtel, Switzerland under the WIPO Expedited Arbitration Rules shall apply and bind the parties.

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