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In the event of any dispute arising out of the subject matter of this Agreement, the prevailing party shall recover, in addition to any other damages assessed, its reasonable attorneys' fees and court costs incurred in litigating or otherwise settling or resolving such dispute. In construing this Agreement, no party hereto shall have any term or provision construed against it solely by reason of such party having drafted the same.

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The parties hereto understand and agree that this Agreement does not create a joint venture or partnership between the parties and does not make Eaagle, on the one hand, and Licensee on the other hand, an agent or legal representative of each other for any purpose whatsoever. No party hereto is granted, by this Agreement or otherwise, any right or authority to assume or create any obligation or responsibility, express or implied, on behalf of or in the name of any other party hereto, or to bind any other party hereto in any manner whatsoever.

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