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4. **No Third-Party Beneficiaries**. The parties agree that this EULA and the covenants made in it are made expressly and solely for the benefit of the parties and that no other person or entity is entitled or deemed to be entitled to any benefits or rights under this EULA, nor be authorized or entitled to enforce any rights, claims or remedies under or by reason of this EULA.

5. **Attorneys' Fees**. In any action or proceeding brought to enforce any provision of this EULA, or where any provision is validly asserted as a defense, the prevailing party is entitled to recover reasonable attorneys' fees, experts' fees, and costs from the non-prevailing party in addition to any other available remedy.

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