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(f) “**License Period**” means any period of one (1) or three (3) years depending on the type of the licensing model chosen by you either on-line or via other purchasing methods available in Xylon’s price list.

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11. Nondisclosure. Except as otherwise expressly permitted in this XDSLAA, you will hold in confidence the Licensed Materials and all other information received hereunder from Xylon. You agree that the Licensed Materials and documentation furnished hereunder will be treated as proprietary trade secrets of Xylon, and you will not make the Licensed Materials or the documentation available in any form to any person other than to its employees and to contractors located on your premises with a need to know subject to restrictions no less stringent than those contained herein. You represent to Xylon that you maintain a system of confidentiality consistent with semiconductor industry standards to protect your own confidential business information, including written

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If, and to the extent that, any such dispute, controversy or claim has not been settled pursuant to the mediation within sixty (60) days of the commencement of the mediation, it shall, upon the filing of a Request for Arbitration by either party, be referred to and finally determined by arbitration in accordance with the WIPO Arbitration Rules. Alternatively, if, before the expiration of the said period of sixty (60) days, either party fails to participate or to continue to participate in the mediation, the dispute, controversy or claim shall, upon the filing of a Request for Arbitration by the other party, be referred to and finally determined by arbitration in accordance with the WIPO Arbitration Rules. The arbitral tribunal shall consist of one (1) arbitrator. The place of arbitration shall be Zagreb, Croatia. The language to be used in the arbitral proceedings shall be English

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