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(b) HV FED will, at its option and cost, do any of the following in relation to Software which is or HV FED considers is likely to be the subject of an IP Claim: (i) work with the Government to secure the rights for Ordering Activity to continue to use the Software without infringement or (ii) modify the Software so that it is not infringing or replace it with something that has similar functionality to the Software. If neither option is reasonably possible, HV FED will provide Ordering Activity with a refund, provided that Ordering Activity promptly returns the Software to HV FED.

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