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- (ii) enters the public domain in general through no wrongful act or breach of this Agreement by Receiving Party; or
- (iii) is received by Receiving Party from a third party having a legal right to disclose such information; or,
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(d) Receiving Party has the burden of proving the exceptions in Section 8(c) above.

(e) The obligations of the parties with regard to Other Confidential Information will survive for a period of three (3) years from the date of the first disclosure of such Other Confidential Information.

(f) If the parties have separately entered into a confidentiality agreement regarding the exchange of Other Confidential Information in connection with this Agreement, then the terms of that separate confidentiality agreement will govern the disclosure and use of Other Confidential Information between the parties and not this Section 8. Any existing confidentiality agreements between the parties will remain in full force and effect and will not be varied by the terms of Section 8.

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- (ii) Modify the Program(s) to conform substantially to the Manual; or
- (iii) If the Manual is in error, modify the Manual to accurately reflect the Program(s)'s intended functionality and actual operation; or
- (iv) Terminate the license for that Program(s) and/or this Agreement and require Licensee to return the Program(s) to Licensor, in which event Licensor will refund to Licensee a pro rata portion of the amounts paid for such Program(s).

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