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 - (iv) is developed independently by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information; or
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- (ii) Modify the Program(s) to conform substantially to the Manual; or
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- (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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