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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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- (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.
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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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- (n) "TCS" or "Technical Customer Support" means the services described in Section 14.

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