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- (iii) is received by Receiving Party from a third party having a legal right to disclose such information; or,
- (iv) is developed independently by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information; or
- (v) is required by law, regulation or court order to be disclosed, so long as the Receiving Party notifies the Disclosing Party in writing prior to disclosing the Confidential Information so that the Disclosing Party has an opportunity to seek a protective order or other appropriate remedy from the proper authority. Receiving Party agrees to cooperate with the Disclosing Party in seeking such order or other remedy or in defining the scope of any required disclosure.

(d) Receiving Party has the burden of proving the exceptions in Section 8(c) above.

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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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