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(b) Licensor may immediately terminate this Agreement and any Program(s) license upon any of the following: (i) Licensee materially breaches any provision of this Agreement and fails to cure such breach within thirty (30) days of notice of such breach from Licensor or Channel Partner, provided that Licensor may terminate this Agreement and any Program(s) licenses for any material breach by Licensee that is not capable of being cured; (ii) Licensee ceases to do business for any reason; (iii) Licensee has a receiver or administrator appointed over all or part of its assets; (iv) Licensee becomes subject to any bankruptcy, insolvency, reorganization, liquidation or other

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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.
- (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 this 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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(c) For a Lease License, the annual TCS fee is included in the Lease License fee.

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(g) In the event that TCS is discontinued by Licensee, Licensor shall have no obligation to permit reinstatement of TCS on such Program(s). Except as otherwise agreed between the parties, Licensor's election to permit reinstatement shall be subject to Licensor's then-current TCS reinstatement policy.

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

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