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7. Confidentiality. In the performance of this Agreement, each party may have access to confidential, proprietary or trade secret information owned and provided by the other party

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B. Breaches any covenant, obligation, representation, or warranty under this Agreement relating to confidentiality, scope of use, use restrictions, or proprietary rights (including Intellectual Property Rights), it being agreed that any such breach shall be a material breach hereof; or

C. Voluntarily or involuntarily suspends, terminates, winds-up, or liquidates its business, becomes subject to any bankruptcy or insolvency proceeding under applicable law; or becomes insolvent or subject to direct control by a trustee,

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