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6.1. Definition. "Confidential Information" means: (a) any non-public technical or business information of a party, including without limitation any information relating to a party's techniques, algorithms, software, know-how, current and future products and services, research, engineering, vulnerabilities, designs, financial information, procurement requirements, manufacturing, customer lists, business forecasts, marketing plans and information; (b) any other information of a party that is disclosed in writing and is conspicuously designated as "Confidential" at the time of disclosure or that is disclosed orally and is identified as "Confidential" at the time of disclosure; or (c) the specific terms and conditions of this Agreement.

6.2. Exclusions. Confidential Information shall not include information which: (i) is or becomes generally known to the public through no fault or breach of this Agreement by the receiving Party; (ii) the receiving Party can demonstrate by written evidence was rightfully in the receiving Party's possession at the time of disclosure, without an obligation of confidentiality; (iii) is independently developed by the receiving Party without use of or access to the disclosing Party's Confidential Information or otherwise in breach of this Agreement; (iv) the receiving Party rightfully obtains from a third party not under a duty of confidentiality and without restriction on use or disclosure, or (v) is required to be disclosed pursuant to, or by, any applicable laws, rules, regulatory authority, court order or other legal process to do so, provided that the Receiving Party shall, promptly upon learning that such disclosure is required, give written notice of such disclosure to the Disclosing Party.

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