## Nabla EULA

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- 9. Confidentiality. The parties agree to hold each other's Confidential Information in strict confidence and not to make each other's Confidential Information available in any form to any third party (other than their authorized agents) or to use each other's Confidential Information for any purpose other than as specified in this EULA. Each party a grees to take all reasonable steps to ensure that Confidential Information of the other party is not disclosed or distributed by its employees, agents, or consultants in violation of the provisions of this EULA. "Confidential Information" shall mean, with respect to a party hereto, all information or material which (i) gives that party some competitive business advantage or the opportunity of obtaining such advantage or the disclosure of which could be detrimental to the interests of that party; or (ii) from all the relevant circumstances should reasonably be assumed to be confidential. Licensor's Confidential Information includes, but is not limited to, the Software and all related documentation. Each party's Confidential Information shall remain the sole and exclusive property of that party. Neither party shall have any obligation with respect to confidential information which: (i) is or becomes generally known to the public by any means other than a breach of the obligations of a receiving party; (ii) was previously known to the receiving party or rightly received by the receiving party from a third party; or (iii) is independently developed by the receiving party. You may not use any Confidential Information or data disclosed by Licensor in connection with this EULA to contest the validity of any Licensor intellectual property, including the Software. Any such use of Licensor's Confidential Information and data shall constitute a material, non-curable breach of this EULA.
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