

BEING OBTAINED IN ORDER TO TRANSFER THE CONTRACTUAL INTEREST OR SUBLICENSE THE LICENSED INFORMATION OR INFORMATIONAL RIGHTS TO THE ACCOMMODATED LICENSEE;

(II) THE FINANCIER BECAME A LICENSEE SOLELY TO MAKE THE FINANCIAL ACCOMMODATION; AND

(III) THE ACCOMMODATED LICENSEE ADOPTS THE TERMS OF THE LICENSE, WHICH TERMS MAY BE SUPPLEMENTED BY THE FINANCIAL ACCOMMODATION CONTRACT, TO THE EXTENT THE TERMS OF THE FINANCIAL ACCOMMODATION CONTRACT ARE NOT INCONSISTENT WITH THE LICENSE AND ANY RIGHTS OF THE LICENSOR UNDER OTHER LAW.

(2) A FINANCIER THAT MAKES A TRANSFER THAT IS EFFECTIVE UNDER SUBPARAGRAPH (1)(B) OF THIS PARAGRAPH MAY MAKE ONLY THE SINGLE TRANSFER OR SUBLICENSE CONTEMPLATED BY THE NOTICE UNLESS THE LICENSOR CONSENTS TO A LATER TRANSFER.

(B) IF A FINANCIER MAKES AN EFFECTIVE TRANSFER OF ITS CONTRACTUAL INTEREST IN A LICENSE, OR AN EFFECTIVE SUBLICENSE OF THE LICENSED INFORMATION OR INFORMATIONAL RIGHTS, TO AN ACCOMMODATED LICENSEE, THE FOLLOWING RULES APPLY:

(1) THE ACCOMMODATED LICENSEE'S RIGHTS AND OBLIGATIONS ARE GOVERNED BY:

(A) THE LICENSE;

(B) ANY RIGHTS OF THE LICENSOR UNDER OTHER LAW; AND

(C) TO THE EXTENT NOT INCONSISTENT WITH SUBPARAGRAPHS (A) AND (B) OF THIS PARAGRAPH, THE FINANCIAL ACCOMMODATION CONTRACT, WHICH MAY IMPOSE ADDITIONAL CONDITIONS TO THE LICENSEE'S RIGHT TO USE THE LICENSED INFORMATION OR INFORMATIONAL RIGHTS.

(2) THE FINANCIER DOES NOT MAKE WARRANTIES TO THE ACCOMMODATED LICENSEE OTHER THAN THE WARRANTY UNDER § 21-401(B)(1) OF THIS TITLE AND ANY EXPRESS WARRANTIES IN THE FINANCIAL ACCOMMODATION CONTRACT.

21-509. FINANCING ARRANGEMENTS: OBLIGATIONS IRREVOCABLE.

UNLESS THE ACCOMMODATED LICENSEE IS A CONSUMER, A TERM IN A FINANCIAL ACCOMMODATION CONTRACT PROVIDING THAT THE ACCOMMODATED LICENSEE'S OBLIGATIONS TO THE FINANCIER ARE IRREVOCABLE AND INDEPENDENT IS ENFORCEABLE. THE OBLIGATIONS BECOME IRREVOCABLE AND INDEPENDENT UPON THE LICENSEE'S ACCEPTANCE OF THE LICENSE OR THE FINANCIER'S GIVING OF VALUE, WHICHEVER OCCURS FIRST.