

(A) THE LICENSEE OWNS THE LICENSED COPY, THE LICENSE DOES NOT PRECLUDE TRANSFER OF THE LICENSEE'S CONTRACTUAL RIGHTS, AND THE TRANSFER COMPLIES WITH FEDERAL COPYRIGHT LAW FOR THE OWNER OF A COPY TO MAKE THE TRANSFER; OR

(B) THE LICENSE IS TRANSFERABLE BY ITS EXPRESS TERMS AND THE FINANCIER FULFILLS ANY CONDITIONS TO, OR COMPLIES WITH ANY RESTRICTIONS ON, TRANSFER.

(3) THE FINANCIER'S REMEDIES UNDER THE FINANCIAL ACCOMMODATION CONTRACT ARE SUBJECT TO THE LICENSOR'S RIGHTS AND THE TERMS OF THE LICENSE.

21-511. FINANCING ARRANGEMENTS: EFFECT ON LICENSOR'S RIGHTS.

(A) THE CREATION OF A FINANCIER'S INTEREST DOES NOT PLACE ANY OBLIGATIONS ON OR ALTER THE RIGHTS OF A LICENSOR.

(B) A FINANCIER'S INTEREST DOES NOT ATTACH TO ANY INTELLECTUAL PROPERTY RIGHTS OF THE LICENSOR UNLESS THE LICENSOR EXPRESSLY CONSENTS TO SUCH ATTACHMENT IN A LICENSE OR ANOTHER RECORD.

SUBTITLE 6. PERFORMANCE; GENERAL; PERFORMANCE IN DELIVERY OF COPIES; SPECIAL TYPES OF CONTRACTS; LOSS AND IMPOSSIBILITY; TERMINATION.

GENERAL.

21-601. PERFORMANCE OF CONTRACT IN GENERAL.

(A) A PARTY SHALL PERFORM IN A MANNER THAT CONFORMS TO THE CONTRACT.

(B) IF AN UNCURED MATERIAL BREACH OF CONTRACT BY ONE PARTY PRECEDES THE AGGRIEVED PARTY'S PERFORMANCE, THE AGGRIEVED PARTY NEED NOT PERFORM EXCEPT WITH RESPECT TO CONTRACTUAL USE TERMS, BUT THE CONTRACTUAL USE TERMS DO NOT APPLY TO INFORMATION OR COPIES PROPERLY RECEIVED OR OBTAINED FROM ANOTHER SOURCE. IN ADDITION, THE FOLLOWING RULES APPLY:

(1) THE AGGRIEVED PARTY MAY REFUSE A PERFORMANCE THAT IS A MATERIAL BREACH AS TO THAT PERFORMANCE OR A PERFORMANCE THAT MAY BE REFUSED UNDER § 21-704(B) OF THIS TITLE.

(2) THE AGGRIEVED PARTY MAY CANCEL THE CONTRACT ONLY IF THE BREACH IS A MATERIAL BREACH OF THE WHOLE CONTRACT OR THE AGREEMENT SO PROVIDES.

(C) EXCEPT AS OTHERWISE PROVIDED IN SUBSECTION (B) OF THIS SECTION, TENDER OF PERFORMANCE BY A PARTY ENTITLES THE PARTY TO ACCEPTANCE OF THAT PERFORMANCE. IN ADDITION, THE FOLLOWING RULES APPLY: