

ARE NOT RETURNABLE TO THE OTHER PARTY, BUT THE CONTRACTUAL USE TERMS DO NOT APPLY TO INFORMATION OR COPIES PROPERLY RECEIVED OR OBTAINED FROM ANOTHER SOURCE.

(C) RESCISSION OR A CLAIM FOR RESCISSION OF THE CONTRACT, OR REFUSAL OF THE INFORMATION, DOES NOT PRECLUDE AND IS NOT INCONSISTENT WITH A CLAIM FOR DAMAGES OR OTHER REMEDY.

21-802. CANCELLATION.

(A) AN AGGRIEVED PARTY MAY CANCEL A CONTRACT IF THERE IS A MATERIAL BREACH THAT HAS NOT BEEN CURED OR WAIVED OR THE AGREEMENT ALLOWS CANCELLATION FOR THE BREACH.

(B) CANCELLATION IS NOT EFFECTIVE UNTIL THE CANCELING PARTY GIVES NOTICE OF CANCELLATION TO THE PARTY IN BREACH, UNLESS A DELAY REQUIRED TO NOTIFY THE PARTY WOULD CAUSE OR THREATEN MATERIAL HARM OR LOSS TO THE AGGRIEVED PARTY. THE NOTIFICATION MAY BE IN ANY FORM REASONABLE UNDER THE CIRCUMSTANCES. HOWEVER, IN AN ACCESS CONTRACT, A PARTY MAY CANCEL RIGHTS OF ACCESS WITHOUT NOTICE.

(C) ON CANCELLATION, THE FOLLOWING RULES APPLY:

(1) IF A PARTY IS IN POSSESSION OR CONTROL OF LICENSED INFORMATION, DOCUMENTATION, MATERIALS, OR COPIES OF LICENSED INFORMATION, THE FOLLOWING RULES APPLY:

(A) A PARTY THAT HAS RIGHTFULLY REFUSED A COPY SHALL COMPLY WITH § 21-706(B) OF THIS TITLE AS TO THE REFUSED COPY.

(B) A PARTY IN BREACH OF CONTRACT WHICH WOULD BE SUBJECT TO AN OBLIGATION TO DELIVER UNDER § 21-618 OF THIS TITLE SHALL DELIVER ALL INFORMATION, DOCUMENTATION, MATERIALS, AND COPIES TO THE OTHER PARTY OR HOLD THEM WITH REASONABLE CARE FOR A REASONABLE TIME FOR DISPOSAL AT THAT PARTY'S INSTRUCTIONS. THE PARTY IN BREACH OF CONTRACT SHALL FOLLOW ANY REASONABLE INSTRUCTIONS RECEIVED FROM THE OTHER PARTY.

(C) EXCEPT AS OTHERWISE PROVIDED IN SUBPARAGRAPHS (A) AND (B) OF THIS PARAGRAPH, THE PARTY SHALL COMPLY WITH § 21-618 OF THIS TITLE.

(2) ALL OBLIGATIONS THAT ARE EXECUTORY ON BOTH SIDES AT THE TIME OF CANCELLATION ARE DISCHARGED, BUT THE FOLLOWING SURVIVE:

(A) ANY RIGHT BASED ON PREVIOUS BREACH OR PERFORMANCE;
AND

(B) THE RIGHTS, DUTIES, AND REMEDIES DESCRIBED IN § 21-616(B) OF THIS TITLE.

(3) CANCELLATION OF A LICENSE BY THE LICENSOR ENDS ANY CONTRACTUAL RIGHT OF THE LICENSEE TO USE THE INFORMATION, INFORMATIONAL RIGHTS, COPIES, OR OTHER MATERIALS.