

(1) THAT THE PARTY INTENDS TO DISCONTINUE ALL CONTRACTUAL RIGHTS OF ACCESS IN THE ACCESS CONTRACT ON OR AFTER 3 DAYS FOLLOWING THE DATE NOTICE IS GIVEN;

(2) THE NATURE OF THE CLAIMED BREACH THAT ENTITLES THE PARTY TO DISCONTINUE ALL CONTRACTUAL RIGHTS OF ACCESS IN THE ACCESS CONTRACT;

(3) THE OPPORTUNITY TO CURE AS PROVIDED UNDER § 21-703 OF THIS TITLE; AND

(4) INFORMATION TO ALLOW FOR COMMUNICATION CONCERNING THE CLAIMED BREACH, INCLUDING THE PARTY'S:

(I) ADDRESS AND TELEPHONE NUMBER; AND

(II) 1. FACSIMILE NUMBER; OR

2. E-MAIL ADDRESS.

(C) THE NOTICE REQUIRED IN SUBSECTION (B) OF THIS SECTION IS NOT REQUIRED FOR A DISCONTINUATION TO MEET A STATUTORY OR LEGAL REQUIREMENT OR DUE TO A MATERIAL BREACH OF A CONTRACTUAL USE TERM.

21-815. RIGHT TO POSSESSION AND PREVENT USE.

(A) ON CANCELLATION OF A LICENSE, THE LICENSOR HAS THE RIGHT:

(1) TO POSSESSION OF ALL COPIES OF THE LICENSED INFORMATION IN THE POSSESSION OR CONTROL OF THE LICENSEE AND ANY OTHER MATERIALS PERTAINING TO THAT INFORMATION WHICH BY CONTRACT ARE TO BE RETURNED OR DELIVERED BY THE LICENSEE TO THE LICENSOR; AND

(2) TO PREVENT THE CONTINUED EXERCISE OF CONTRACTUAL AND INFORMATIONAL RIGHTS IN THE LICENSED INFORMATION UNDER THE LICENSE.

(B) EXCEPT AS OTHERWISE PROVIDED IN § 21-814 OF THIS SUBTITLE, A LICENSOR MAY EXERCISE ITS RIGHTS UNDER SUBSECTION (A) OF THIS SECTION WITHOUT JUDICIAL PROCESS ONLY IF THIS CAN BE DONE:

(1) WITHOUT A BREACH OF THE PEACE;

(2) WITHOUT A FORESEEABLE RISK OF PERSONAL INJURY OR SIGNIFICANT PHYSICAL DAMAGE TO INFORMATION OR PROPERTY OTHER THAN THE LICENSED INFORMATION; AND

(3) IN ACCORDANCE WITH § 21-816 OF THIS SUBTITLE.

(C) IN A JUDICIAL PROCEEDING, THE COURT MAY ENJOIN A LICENSEE IN BREACH OF CONTRACT FROM CONTINUED USE OF THE INFORMATION AND INFORMATIONAL RIGHTS AND MAY ORDER THE LICENSOR OR A JUDICIAL OFFICER TO TAKE THE STEPS DESCRIBED IN § 21-618 OF THIS TITLE.