

(4) THAT ALL OF THE CONDITIONS TO ENTITLE A PERSON TO THE RELIEF UNDER THE LAWS OF THIS STATE HAVE BEEN FULFILLED; AND

(5) THAT THE PARTY THAT MAY BE ADVERSELY AFFECTED IS ADEQUATELY PROTECTED AGAINST LOSS, INCLUDING A LOSS BECAUSE OF MISAPPROPRIATION OR MISUSE OF COMPUTER INFORMATION, THAT IT MAY SUFFER BECAUSE THE RELIEF IS GRANTED UNDER THIS TITLE.

~~(H)~~ (J) BEFORE BREACH OF CONTRACT, RIGHTS OR OBLIGATIONS UNDER THIS SECTION MAY NOT BE WAIVED OR VARIED BY AN AGREEMENT, BUT EXCEPT THAT THE PARTIES MAY PROHIBIT USE OF ELECTRONIC SELF-HELP AND THE PARTIES, IN THE TERM REFERRED TO IN SUBSECTION ~~(G)~~ (E) OF THIS SECTION, MAY SPECIFY ADDITIONAL PROVISIONS MORE FAVORABLE TO THE LICENSEE.

~~(H)~~ (K) THIS SECTION DOES NOT APPLY IF THE LICENSOR OBTAINS POSSESSION OF A COPY WITHOUT A BREACH OF THE PEACE AND THE ELECTRONIC SELF-HELP IS USED SOLELY WITH RESPECT TO THAT COPY.

Article - Courts and Judicial Proceedings

6-103.

(a) If jurisdiction over a person is based solely upon this section, he may be sued only on a cause of action arising from any act enumerated in this section.

(b) A court may exercise personal jurisdiction over a person, who directly or by an agent:

(1) Transacts any business or performs any character of work or service in the State;

(2) Contracts to supply goods, food, services, or manufactured products in the State;

(3) Causes tortious injury in the State by an act or omission in the State;

(4) Causes tortious injury in the State or outside of the State by an act or omission outside the State if he regularly does or solicits business, engages in any other persistent course of conduct in the State or derives substantial revenue from goods, food, services, or manufactured products used or consumed in the State;

(5) Has an interest in, uses, or possesses real property in the State; or

(6) Contracts to insure or act as surety for, or on, any person, property, risk, contract, obligation, or agreement located, executed, or to be performed within the State at the time the contract is made, unless the parties otherwise provide in writing.

(c) (1) (I) IN THIS SUBSECTION THE FOLLOWING TERMS HAVE THE MEANINGS INDICATED.

(II) "COMPUTER INFORMATION" HAS THE MEANING STATED IN § 21-102 OF THE COMMERCIAL LAW ARTICLE.