

(1) EXCEPT AS OTHERWISE PROVIDED IN PARAGRAPH (2) OF THIS SECTION, THE AGREEMENT IS ENFORCEABLE FOR A TIME REASONABLE IN LIGHT OF THE LICENSED SUBJECT MATTER AND COMMERCIAL CIRCUMSTANCES BUT MAY BE TERMINATED AS TO FUTURE PERFORMANCES AT WILL BY EITHER PARTY DURING THAT TIME ON GIVING SEASONABLE NOTICE TO THE OTHER PARTY.

(2) THE DURATION OF CONTRACTUAL RIGHTS TO USE LICENSED SUBJECT MATTER IS A TIME REASONABLE IN LIGHT OF THE LICENSED INFORMATIONAL RIGHTS AND THE COMMERCIAL CIRCUMSTANCES. HOWEVER, SUBJECT TO CANCELLATION FOR BREACH OF CONTRACT, THE DURATION OF THE LICENSE IS PERPETUAL AS TO THE CONTRACTUAL RIGHTS AND CONTRACTUAL USE TERMS IF:

(A) THE LICENSE IS OF A COMPUTER PROGRAM THAT DOES NOT INCLUDE SOURCE CODE AND THE LICENSE:

(I) TRANSFERS OWNERSHIP OF A COPY; OR

(II) DELIVERS A COPY FOR A CONTRACT FEE THE TOTAL AMOUNT OF WHICH IS FIXED AT OR BEFORE THE TIME OF DELIVERY OF THE COPY; OR

(B) THE LICENSE EXPRESSLY GRANTS THE RIGHT TO INCORPORATE OR USE THE LICENSED INFORMATION OR INFORMATIONAL RIGHTS WITH INFORMATION OR INFORMATIONAL RIGHTS FROM OTHER SOURCES IN A COMBINED WORK FOR PUBLIC DISTRIBUTION OR PUBLIC PERFORMANCE.

21-309. AGREEMENT FOR PERFORMANCE TO A PARTY'S SATISFACTION.

(A) EXCEPT AS OTHERWISE PROVIDED IN SUBSECTION (B) OF THIS SECTION, AN AGREEMENT THAT PROVIDES THAT THE PERFORMANCE OF ONE PARTY IS TO BE TO THE SATISFACTION OR APPROVAL OF THE OTHER PARTY REQUIRES PERFORMANCE SUFFICIENT TO SATISFY A REASONABLE PERSON IN THE POSITION OF THE PARTY THAT MUST BE SATISFIED.

(B) PERFORMANCE MUST BE TO THE SUBJECTIVE SATISFACTION OF THE OTHER PARTY IF:

(1) THE AGREEMENT EXPRESSLY SO PROVIDES, SUCH AS BY STATING THAT APPROVAL IS IN THE "SOLE DISCRETION" OF THE PARTY, OR WORDS OF SIMILAR IMPORT; OR

(2) THE AGREEMENT IS FOR INFORMATIONAL CONTENT TO BE EVALUATED IN REFERENCE TO SUBJECTIVE CHARACTERISTICS SUCH AS AESTHETICS, APPEAL, SUITABILITY TO TASTE, OR SUBJECTIVE QUALITY.

SUBTITLE 4. WARRANTIES.

21-401. WARRANTY AND OBLIGATIONS CONCERNING NONINTERFERENCE AND NONINFRINGEMENT.

(A) A LICENSOR OF INFORMATION THAT IS A MERCHANT REGULARLY DEALING IN INFORMATION OF THE KIND WARRANTS THAT THE INFORMATION WILL