

(3) EXCEPT AS OTHERWISE PROVIDED IN PARAGRAPH (4), NEITHER REFUSAL NOR ACCEPTANCE OCCURS UNLESS THE RECIPIENT EXPRESSLY REFUSES OR ACCEPTS THE SUBMITTED INFORMATION, BUT THE RECIPIENT MAY NOT USE THE SUBMITTED INFORMATION BEFORE ACCEPTANCE.

(4) SILENCE AND A FAILURE TO ACT IN REFERENCE TO A SUBMISSION BEYOND A COMMERCIALLY REASONABLE TIME TO RESPOND ENTITLE THE SUBMITTING PARTY TO DEMAND, IN A RECORD DELIVERED TO THE RECIPIENT, A DECISION ON THE SUBMISSION. IF THE RECIPIENT FAILS TO RESPOND WITHIN A REASONABLE TIME AFTER RECEIPT OF THE DEMAND, THE SUBMISSION IS DEEMED TO HAVE BEEN REFUSED.

21-604. IMMEDIATELY COMPLETED PERFORMANCE.

IF A PERFORMANCE INVOLVES DELIVERY OF INFORMATION OR SERVICES WHICH, BECAUSE OF THEIR NATURE, MAY PROVIDE A LICENSEE, IMMEDIATELY ON PERFORMANCE OR DELIVERY, WITH SUBSTANTIALLY ALL THE BENEFIT OF THE PERFORMANCE OR WITH OTHER SIGNIFICANT BENEFIT THAT CANNOT BE RETURNED, THE FOLLOWING RULES APPLY:

(1) §§ 21-607 THROUGH 21-610 AND §§ 21-704 THROUGH 21-707 OF THIS TITLE DO NOT APPLY.

(2) THE RIGHTS OF THE PARTIES ARE DETERMINED UNDER §§ 21-601 OF THIS SUBTITLE AND THE ORDINARY STANDARDS OF THE BUSINESS, TRADE, OR INDUSTRY.

(3) BEFORE TENDER OF THE PERFORMANCE, A PARTY ENTITLED TO RECEIVE THE TENDER MAY INSPECT THE MEDIA, LABELS, OR PACKAGING BUT MAY NOT VIEW THE INFORMATION OR OTHERWISE RECEIVE THE PERFORMANCE BEFORE COMPLETING ANY PERFORMANCE OF ITS OWN THAT IS THEN DUE.

21-605. ELECTRONIC REGULATION OF PERFORMANCE.

(A) IN THIS SECTION, "AUTOMATIC RESTRAINT" MEANS A PROGRAM, CODE, DEVICE, OR SIMILAR ELECTRONIC OR PHYSICAL LIMITATION THE INTENDED PURPOSE OF WHICH IS TO RESTRICT USE OF INFORMATION.

(B) A PARTY ENTITLED TO ENFORCE A LIMITATION ON USE OF INFORMATION MAY INCLUDE AN AUTOMATIC RESTRAINT IN THE INFORMATION OR A COPY OF IT AND USE THAT RESTRAINT IF:

(1) A CONSPICUOUS TERM OF THE AGREEMENT AUTHORIZES USE OF THE RESTRAINT;

(2) THE RESTRAINT PREVENTS A USE THAT IS INCONSISTENT WITH THE AGREEMENT;

(3) THE RESTRAINT PREVENTS USE AFTER EXPIRATION OF THE STATED DURATION OF THE CONTRACT OR A STATED NUMBER OF USES; OR