

(4) THE RESTRAINT PREVENTS USE AFTER THE CONTRACT TERMINATES, OTHER THAN ON EXPIRATION OF A STATED DURATION OR NUMBER OF USES, AND THE LICENSOR GIVES REASONABLE NOTICE TO THE LICENSEE BEFORE FURTHER USE IS PREVENTED.

(C) THIS SECTION DOES NOT AUTHORIZE AN AUTOMATIC RESTRAINT THAT AFFIRMATIVELY PREVENTS OR MAKES IMPRACTICABLE A LICENSEE'S ACCESS TO ITS OWN INFORMATION OR INFORMATION OF A THIRD PARTY, OTHER THAN THE LICENSOR, IF THAT INFORMATION IS IN THE POSSESSION OF THE LICENSEE OR A THIRD PARTY AND ACCESSED WITHOUT USE OF THE LICENSOR'S INFORMATION OR INFORMATIONAL RIGHTS.

(D) A PARTY THAT INCLUDES OR USES AN AUTOMATIC RESTRAINT CONSISTENT WITH SUBSECTION (B) OR (C) OF THIS SECTION IS NOT LIABLE FOR ANY LOSS CAUSED BY THE USE OF THE RESTRAINT.

(E) THIS SECTION DOES NOT PRECLUDE ELECTRONIC REPLACEMENT OR DISABLING OF AN EARLIER COPY OF INFORMATION BY THE LICENSOR IN CONNECTION WITH DELIVERY OF A NEW COPY OR VERSION UNDER AN AGREEMENT TO REPLACE OR DISABLE THE EARLIER COPY BY ELECTRONIC MEANS WITH AN UPGRADE OR OTHER NEW INFORMATION.

(F) THIS SECTION DOES NOT AUTHORIZE USE OF AN AUTOMATIC RESTRAINT TO ENFORCE REMEDIES IN THE EVENT OF BREACH OF CONTRACT OR OF CANCELLATION FOR BREACH.

#### PERFORMANCE IN DELIVERY OF COPIES.

21-606. COPY: DELIVERY; TENDER OF DELIVERY.

(A) DELIVERY OF A COPY MUST BE AT THE LOCATION DESIGNATED BY AGREEMENT. IN THE ABSENCE OF A DESIGNATION, THE FOLLOWING RULES APPLY:

(1) THE PLACE FOR DELIVERY OF A COPY ON A TANGIBLE MEDIUM IS THE TENDERING PARTY'S PLACE OF BUSINESS OR, IF IT HAS NONE, ITS RESIDENCE. HOWEVER, IF THE PARTIES KNOW AT THE TIME OF CONTRACTING THAT THE COPY IS LOCATED IN SOME OTHER PLACE, THAT PLACE IS THE PLACE FOR DELIVERY.

(2) THE PLACE FOR ELECTRONIC DELIVERY OF A COPY IS AN INFORMATION PROCESSING SYSTEM DESIGNATED OR USED BY THE LICENSOR.

(3) DOCUMENTS OF TITLE MAY BE DELIVERED THROUGH CUSTOMARY BANKING CHANNELS.

(B) TENDER OF DELIVERY OF A COPY REQUIRES THE TENDERING PARTY TO PUT AND HOLD A CONFORMING COPY AT THE OTHER PARTY'S DISPOSITION AND GIVE THE OTHER PARTY ANY NOTICE REASONABLY NECESSARY TO ENABLE IT TO OBTAIN ACCESS TO, CONTROL, OR POSSESSION OF THE COPY. TENDER MUST BE AT A REASONABLE HOUR AND, IF APPLICABLE, REQUIRES TENDER OF ACCESS MATERIAL AND OTHER DOCUMENTS REQUIRED BY THE AGREEMENT. THE PARTY RECEIVING TENDER SHALL FURNISH FACILITIES REASONABLY SUITED TO RECEIVE TENDER. IN ADDITION, THE FOLLOWING RULES APPLY: