

(D) EVENTS REASONABLY BEYOND THE LICENSOR'S CONTROL, AND THE LICENSOR EXERCISES SUCH COMMERCIALY REASONABLE EFFORTS AS THE CIRCUMSTANCES REQUIRE.

21-612. CORRECTION AND SUPPORT CONTRACTS.

(A) IF A PERSON AGREES TO PROVIDE SERVICES REGARDING THE CORRECTION OF PERFORMANCE PROBLEMS IN COMPUTER INFORMATION, OTHER THAN AN AGREEMENT TO CURE ITS OWN EXISTING BREACH OF CONTRACT, THE FOLLOWING RULES APPLY:

(1) IF THE SERVICES ARE PROVIDED BY A LICENSOR OF THE INFORMATION AS PART OF A LIMITED REMEDY, THE LICENSOR UNDERTAKES THAT ITS PERFORMANCE WILL PROVIDE THE LICENSEE WITH INFORMATION THAT CONFORMS TO THE AGREEMENT TO WHICH THE LIMITED REMEDY APPLIES.

(2) IN ALL OTHER CASES, THE PERSON:

(A) SHALL PERFORM AT A TIME AND PLACE AND IN A MANNER CONSISTENT WITH THE EXPRESS TERMS OF THE AGREEMENT AND, TO THE EXTENT NOT STATED IN THE EXPRESS TERMS, AT A TIME AND PLACE AND IN A MANNER THAT IS REASONABLE IN LIGHT OF ORDINARY STANDARDS OF THE BUSINESS, TRADE, OR INDUSTRY; AND

(B) DOES NOT UNDERTAKE THAT ITS SERVICES WILL CORRECT PERFORMANCE PROBLEMS UNLESS THE AGREEMENT EXPRESSLY SO PROVIDES.

(B) UNLESS REQUIRED TO DO SO BY AN EXPRESS OR IMPLIED WARRANTY, A LICENSOR IS NOT REQUIRED TO PROVIDE INSTRUCTION OR OTHER SUPPORT FOR THE LICENSEE'S USE OF INFORMATION OR ACCESS. A PERSON THAT AGREES TO PROVIDE SUPPORT SHALL MAKE THE SUPPORT AVAILABLE IN A MANNER AND WITH A QUALITY CONSISTENT WITH EXPRESS TERMS OF THE SUPPORT AGREEMENT AND, TO THE EXTENT NOT STATED IN THE EXPRESS TERMS, AT A TIME AND PLACE AND IN A MANNER THAT IS REASONABLE IN LIGHT OF ORDINARY STANDARDS OF THE BUSINESS, TRADE, OR INDUSTRY.

21-613. CONTRACTS INVOLVING PUBLISHERS, DEALERS, AND END USERS.

(A) IN THIS SECTION:

(1) "DEALER" MEANS A MERCHANT LICENSEE THAT RECEIVES INFORMATION DIRECTLY OR INDIRECTLY FROM A LICENSOR FOR SALE OR LICENSE TO END USERS.

(2) "END USER" MEANS A LICENSEE THAT ACQUIRES A COPY OF THE INFORMATION FROM A DEALER BY DELIVERY ON A TANGIBLE MEDIUM FOR THE LICENSEE'S OWN USE AND NOT FOR SALE, LICENSE, TRANSMISSION TO THIRD PERSONS, OR PUBLIC DISPLAY OR PERFORMANCE FOR A FEE.

(3) "PUBLISHER" MEANS A LICENSOR, OTHER THAN A DEALER, THAT OFFERS A LICENSE TO AN END USER WITH RESPECT TO INFORMATION DISTRIBUTED BY A DEALER TO THE END USER.