

(1) TERMINATE AND THEREBY DISCHARGE ANY EXECUTORY PORTION OF THE CONTRACT; OR

(2) MODIFY THE CONTRACT BY AGREEING TO TAKE THE AVAILABLE ALLOCATION IN SUBSTITUTION.

(E) IF, AFTER RECEIPT OF NOTICE UNDER SUBSECTION (B) OF THIS SECTION, A PARTY DOES NOT MODIFY THE CONTRACT WITHIN A REASONABLE TIME NOT EXCEEDING 30 DAYS, THE CONTRACT LAPSES WITH RESPECT TO ANY PERFORMANCE AFFECTED.

TERMINATION.

21-616. TERMINATION: SURVIVAL OF OBLIGATIONS.

(A) EXCEPT AS OTHERWISE PROVIDED IN SUBSECTION (B) OF THIS SECTION, ON TERMINATION ALL OBLIGATIONS THAT ARE STILL EXECUTORY ON BOTH SIDES ARE DISCHARGED.

(B) THE FOLLOWING SURVIVE TERMINATION:

(1) A RIGHT BASED ON PREVIOUS BREACH OR PERFORMANCE OF THE CONTRACT;

(2) AN OBLIGATION OF CONFIDENTIALITY, NONDISCLOSURE, OR NONCOMPETITION TO THE EXTENT ENFORCEABLE UNDER OTHER LAW;

(3) A CONTRACTUAL USE TERM APPLICABLE TO ANY LICENSED COPY OR INFORMATION RECEIVED FROM THE OTHER PARTY, OR COPIES MADE OF IT, WHICH ARE NOT RETURNED OR RETURNABLE TO THE OTHER PARTY;

(4) AN OBLIGATION TO DELIVER, OR DISPOSE OF INFORMATION, MATERIALS, DOCUMENTATION, COPIES, RECORDS, OR THE LIKE TO THE OTHER PARTY, AN OBLIGATION TO DESTROY COPIES, OR A RIGHT TO OBTAIN INFORMATION FROM AN ESCROW AGENT;

(5) A CHOICE OF LAW OR FORUM;

(6) AN OBLIGATION TO ARBITRATE OR OTHERWISE RESOLVE DISPUTES BY ALTERNATIVE DISPUTE RESOLUTION PROCEDURES;

(7) A TERM LIMITING THE TIME FOR COMMENCING AN ACTION OR FOR GIVING NOTICE;

(8) AN INDEMNITY TERM OR A RIGHT RELATED TO A CLAIM OF A TYPE DESCRIBED IN § 21-805(D)(1) OF THIS TITLE;

(9) A LIMITATION OF REMEDY OR MODIFICATION OR DISCLAIMER OF WARRANTY;

(10) AN OBLIGATION TO PROVIDE AN ACCOUNTING AND MAKE ANY PAYMENT DUE UNDER THE ACCOUNTING; AND

(11) ANY TERM THAT THE AGREEMENT PROVIDES WILL SURVIVE.