

## 21-617. NOTICE OF TERMINATION.

(A) EXCEPT AS OTHERWISE PROVIDED IN SUBSECTION (B) OF THIS SECTION, A PARTY MAY NOT TERMINATE A CONTRACT EXCEPT ON THE HAPPENING OF AN AGREED EVENT, SUCH AS THE EXPIRATION OF THE STATED DURATION, UNLESS THE PARTY GIVES REASONABLE NOTICE OF TERMINATION TO THE OTHER PARTY.

(B) AN ACCESS CONTRACT MAY BE TERMINATED WITHOUT GIVING NOTICE. HOWEVER, EXCEPT ON THE HAPPENING OF AN AGREED EVENT, TERMINATION REQUIRES GIVING REASONABLE NOTICE TO THE LICENSEE IF THE ACCESS CONTRACT PERTAINS TO INFORMATION OWNED AND PROVIDED BY THE LICENSEE TO THE LICENSOR.

(C) A TERM DISPENSING WITH A NOTICE REQUIRED UNDER THIS SECTION IS INVALID IF ITS OPERATION WOULD BE UNCONSCIONABLE. HOWEVER, A TERM SPECIFYING STANDARDS FOR GIVING NOTICE IS ENFORCEABLE IF THE STANDARDS ARE NOT MANIFESTLY UNREASONABLE.

## 21-618. TERMINATION: ENFORCEMENT.

(A) ON TERMINATION OF A LICENSE, A PARTY IN POSSESSION OR CONTROL OF INFORMATION, COPIES, OR OTHER MATERIALS THAT ARE THE PROPERTY OF THE OTHER PARTY, OR ARE SUBJECT TO A CONTRACTUAL OBLIGATION TO BE DELIVERED TO THAT PARTY ON TERMINATION, SHALL USE COMMERCIALY REASONABLE EFFORTS TO DELIVER OR HOLD THEM FOR DISPOSAL ON INSTRUCTIONS OF THAT PARTY. IF ANY MATERIALS ARE JOINTLY OWNED, THE PARTY IN POSSESSION OR CONTROL SHALL MAKE THEM AVAILABLE TO THE JOINT OWNERS.

(B) TERMINATION OF A LICENSE ENDS ALL RIGHT UNDER THE LICENSE FOR THE LICENSEE TO USE OR ACCESS THE LICENSED INFORMATION, INFORMATIONAL RIGHTS, OR COPIES. CONTINUED USE OF THE LICENSED COPIES OR EXERCISE OF TERMINATED RIGHTS IS A BREACH OF CONTRACT UNLESS AUTHORIZED BY A TERM THAT SURVIVES TERMINATION.

(C) EACH PARTY MAY ENFORCE ITS RIGHTS UNDER SUBSECTIONS (A) AND (B) OF THIS SECTION BY ACTING PURSUANT TO § 21-605 OF THIS SUBTITLE OR BY JUDICIAL PROCESS, INCLUDING OBTAINING AN ORDER THAT THE PARTY OR AN OFFICER OF THE COURT TAKE THE FOLLOWING ACTIONS WITH RESPECT TO ANY LICENSED INFORMATION, DOCUMENTATION, COPIES, OR OTHER MATERIALS TO BE DELIVERED:

- (1) DELIVER OR TAKE POSSESSION OF THEM;
- (2) WITHOUT REMOVAL, RENDER UNUSABLE OR ELIMINATE THE CAPABILITY TO EXERCISE CONTRACTUAL RIGHTS IN OR USE OF THEM;
- (3) DESTROY OR PREVENT ACCESS TO THEM; AND
- (4) REQUIRE THAT THE PARTY OR ANY OTHER PERSON IN POSSESSION OR CONTROL OF THEM MAKE THEM AVAILABLE TO THE OTHER PARTY AT A PLACE DESIGNATED BY THAT PARTY WHICH IS REASONABLY CONVENIENT TO BOTH PARTIES.