

REMEDIES RELATED TO PERFORMANCE.

21-811. SPECIFIC PERFORMANCE.

(A) SPECIFIC PERFORMANCE MAY BE ORDERED:

(1) IF THE AGREEMENT PROVIDES FOR THAT REMEDY, OTHER THAN AN OBLIGATION FOR THE PAYMENT OF MONEY;

(2) IF THE CONTRACT WAS NOT FOR PERSONAL SERVICES AND THE AGREED PERFORMANCE IS UNIQUE; OR

(3) IN OTHER PROPER CIRCUMSTANCES.

(B) AN ORDER FOR SPECIFIC PERFORMANCE MAY CONTAIN ANY CONDITIONS CONSIDERED JUST AND MUST PROVIDE ADEQUATE SAFEGUARDS CONSISTENT WITH THE CONTRACT TO PROTECT THE CONFIDENTIALITY OF INFORMATION, INFORMATION, AND INFORMATIONAL RIGHTS OF BOTH PARTIES.

21-812. COMPLETING PERFORMANCE.

(A) ON BREACH OF CONTRACT BY A LICENSEE, THE LICENSOR MAY:

(1) IDENTIFY TO THE CONTRACT ANY CONFORMING COPY NOT ALREADY IDENTIFIED IF, AT THE TIME THE LICENSOR LEARNED OF THE BREACH, THE COPY WAS IN ITS POSSESSION;

(2) IN THE EXERCISE OF REASONABLE COMMERCIAL JUDGMENT FOR PURPOSES OF AVOIDING LOSS AND EFFECTIVE REALIZATION ON EFFORT OR INVESTMENT, COMPLETE THE INFORMATION AND IDENTIFY IT TO THE CONTRACT, CEASE WORK ON IT, RELICENSE OR DISPOSE OF IT, OR PROCEED IN ANY OTHER COMMERCIALY REASONABLE MANNER; AND

(3) PURSUE ANY REMEDY FOR BREACH THAT HAS NOT BEEN WAIVED.

(B) ON BREACH BY A LICENSEE, BOTH PARTIES REMAIN BOUND BY ALL CONTRACTUAL USE TERMS, BUT THE CONTRACTUAL USE TERMS DO NOT APPLY TO INFORMATION OR COPIES PROPERLY RECEIVED OR OBTAINED FROM ANOTHER SOURCE.

21-813. CONTINUING USE.

ON BREACH OF CONTRACT BY A LICENSOR, THE FOLLOWING RULES APPLY:

(1) A LICENSEE THAT HAS NOT CANCELED THE CONTRACT MAY CONTINUE TO USE THE INFORMATION AND INFORMATIONAL RIGHTS UNDER THE CONTRACT. IF THE LICENSEE CONTINUES TO USE THE INFORMATION OR INFORMATIONAL RIGHTS, THE LICENSEE IS BOUND BY ALL TERMS OF THE CONTRACT, INCLUDING CONTRACTUAL USE TERMS, OBLIGATIONS NOT TO COMPETE, AND OBLIGATIONS TO PAY CONTRACT FEES.

(2) THE LICENSEE MAY PURSUE ANY REMEDY FOR BREACH WHICH HAS NOT BEEN WAIVED.