

(D) THE ENFORCEABILITY OF CHANGES MADE PURSUANT TO A PROCEDURE THAT DOES NOT COMPLY WITH SUBSECTION (B) OF THIS SECTION IS DETERMINED BY THE OTHER PROVISIONS OF THIS TITLE OR OTHER LAW.

21-305. TERMS TO BE SPECIFIED.

AN AGREEMENT THAT IS OTHERWISE SUFFICIENTLY DEFINITE TO BE A CONTRACT IS NOT INVALID BECAUSE IT LEAVES PARTICULARS OF PERFORMANCE TO BE SPECIFIED BY ONE OF THE PARTIES. IF PARTICULARS OF PERFORMANCE ARE TO BE SPECIFIED BY A PARTY, THE FOLLOWING RULES APPLY:

(1) SPECIFICATION MUST BE MADE IN GOOD FAITH AND WITHIN LIMITS SET BY COMMERCIAL REASONABLENESS.

(2) IF A SPECIFICATION MATERIALLY AFFECTS THE OTHER PARTY'S PERFORMANCE BUT IS NOT SEASONABLY MADE, THE OTHER PARTY:

(A) IS EXCUSED FOR ANY RESULTING DELAY IN ITS PERFORMANCE; AND

(B) MAY PERFORM, SUSPEND PERFORMANCE, OR TREAT THE FAILURE TO SPECIFY AS A BREACH OF CONTRACT.

21-306. PERFORMANCE UNDER OPEN TERMS.

A PERFORMANCE OBLIGATION OF A PARTY THAT CANNOT BE DETERMINED FROM THE AGREEMENT OR FROM OTHER PROVISIONS OF THIS TITLE REQUIRES THE PARTY TO PERFORM IN A MANNER AND IN A TIME THAT IS REASONABLE IN LIGHT OF THE COMMERCIAL CIRCUMSTANCES EXISTING AT THE TIME OF AGREEMENT.

INTERPRETATION.

21-307. INTERPRETATION AND REQUIREMENTS FOR A GRANT.

(A) A LICENSE GRANTS:

(1) THE CONTRACTUAL RIGHTS THAT ARE EXPRESSLY DESCRIBED; AND

(2) A CONTRACTUAL RIGHT TO USE ANY INFORMATIONAL RIGHTS WITHIN THE LICENSOR'S CONTROL AT THE TIME OF CONTRACTING WHICH ARE NECESSARY IN THE ORDINARY COURSE TO EXERCISE THE EXPRESSLY DESCRIBED RIGHTS.

(B) IF A LICENSE EXPRESSLY LIMITS USE OF THE INFORMATION OR INFORMATIONAL RIGHTS, USE IN ANY OTHER MANNER IS A BREACH OF CONTRACT. IN ALL OTHER CASES, A LICENSE CONTAINS AN IMPLIED LIMITATION THAT THE LICENSEE WILL NOT USE THE INFORMATION OR INFORMATIONAL RIGHTS OTHERWISE THAN AS DESCRIBED IN SUBSECTION (A) OF THIS SECTION. HOWEVER, USE INCONSISTENT WITH THIS IMPLIED LIMITATION IS NOT A BREACH IF IT IS PERMITTED UNDER APPLICABLE LAW IN THE ABSENCE OF THE IMPLIED LIMITATION.