

(C) AN AGREEMENT THAT DOES NOT SPECIFY THE NUMBER OF PERMITTED USERS PERMITS A NUMBER OF USERS WHICH IS REASONABLE IN LIGHT OF THE INFORMATIONAL RIGHTS INVOLVED AND THE COMMERCIAL CIRCUMSTANCES EXISTING AT THE TIME OF THE AGREEMENT.

(D) UNLESS OTHERWISE AGREED, A PARTY IS NOT ENTITLED TO ANY RIGHTS IN NEW VERSIONS OF, OR IMPROVEMENTS OR MODIFICATIONS TO, INFORMATION MADE BY THE OTHER PARTY. A LICENSOR'S AGREEMENT TO PROVIDE NEW VERSIONS, IMPROVEMENTS, OR MODIFICATIONS REQUIRES THAT THE LICENSOR PROVIDE THEM AS DEVELOPED AND MADE GENERALLY COMMERCIALY AVAILABLE FROM TIME TO TIME BY THE LICENSOR.

(E) UNLESS OTHERWISE AGREED, NEITHER PARTY IS ENTITLED TO RECEIVE COPIES OF SOURCE CODE, SCHEMATICS, MASTER COPY, DESIGN MATERIAL, OR OTHER INFORMATION USED BY THE OTHER PARTY IN CREATING, DEVELOPING, OR IMPLEMENTING THE INFORMATION.

(F) TERMS CONCERNING SCOPE MUST BE CONSTRUED UNDER ORDINARY PRINCIPLES OF CONTRACT INTERPRETATION IN LIGHT OF THE INFORMATIONAL RIGHTS AND THE COMMERCIAL CONTEXT. IN ADDITION, THE FOLLOWING RULES APPLY:

(1) A GRANT OF "ALL POSSIBLE RIGHTS AND FOR ALL MEDIA" OR "ALL RIGHTS AND FOR ALL MEDIA NOW KNOWN OR LATER DEVELOPED", OR A GRANT IN SIMILAR TERMS, INCLUDES ALL RIGHTS THEN EXISTING OR LATER CREATED BY LAW AND ALL USES, MEDIA, AND METHODS OF DISTRIBUTION OR EXHIBITION, WHETHER THEN EXISTING OR DEVELOPED IN THE FUTURE AND WHETHER OR NOT ANTICIPATED AT THE TIME OF THE GRANT.

(2) A GRANT OF AN "EXCLUSIVE LICENSE", OR A GRANT IN SIMILAR TERMS, MEANS THAT:

(A) FOR THE DURATION OF THE LICENSE, THE LICENSOR WILL NOT EXERCISE, AND WILL NOT GRANT TO ANY OTHER PERSON, RIGHTS IN THE SAME INFORMATION OR INFORMATIONAL RIGHTS WITHIN THE SCOPE OF THE EXCLUSIVE GRANT; AND

(B) THE LICENSOR AFFIRMS THAT IT HAS NOT PREVIOUSLY GRANTED THOSE RIGHTS IN A CONTRACT IN EFFECT WHEN THE LICENSEE'S RIGHTS MAY BE EXERCISED.

(G) THE RULES IN THIS SECTION MAY BE VARIED ONLY BY A RECORD THAT IS SUFFICIENT TO INDICATE THAT A CONTRACT HAS BEEN MADE AND WHICH IS:

(1) AUTHENTICATED BY THE PARTY AGAINST WHICH ENFORCEMENT IS SOUGHT; OR

(2) PREPARED AND DELIVERED BY ONE PARTY AND ADOPTED BY THE OTHER UNDER § 21-208 OR § 21-209 OF THIS TITLE.