

BY: Economic Matters Committee

AMENDMENTS TO SENATE BILL NO. 142

(Third Reading File Bill)

AMENDMENT NO. 1

On page 1, in line 4, after "Act;" insert "specifying that provisions of certain consumer protection laws apply to certain consumer contracts; specifying that provisions of law granting jurisdiction over a person in a cause of action include certain computer information and computer information transactions;".

AMENDMENT NO. 2

On page 3, after line 10, insert:

"BY repealing and reenacting, with amendments,

Article - Courts and Judicial Proceedings

Section 6-103

Annotated Code of Maryland

(1998 Replacement Volume and 1999 Supplement)".

AMENDMENT NO. 3

On page 86, before line 34, insert:

"Article - Courts and Judicial Proceedings

6-103.

(a) If jurisdiction over a person is based solely upon this section, he may be sued only on a cause of action arising from any act enumerated in this section.

(b) A court may exercise personal jurisdiction over a person, who directly or by an agent:

(Over)

(1) Transacts any business or performs any character of work or service in the State;

(2) Contracts to supply goods, food, services, or manufactured products in the State;

(3) Causes tortious injury in the State by an act or omission in the State;

(4) Causes tortious injury in the State or outside of the State by an act or omission outside the State if he regularly does or solicits business, engages in any other persistent course of conduct in the State or derives substantial revenue from goods, food, services, or manufactured products used or consumed in the State;

(5) Has an interest in, uses, or possesses real property in the State; or

(6) Contracts to insure or act as surety for, or on, any person, property, risk, contract, obligation, or agreement located, executed, or to be performed within the State at the time the contract is made, unless the parties otherwise provide in writing.

(C) (1) (I) IN THIS SUBSECTION THE FOLLOWING TERMS HAVE THE MEANINGS INDICATED.

(II) “COMPUTER INFORMATION” HAS THE MEANING STATED IN § 21-102 OF THE COMMERCIAL LAW ARTICLE.

(III) “COMPUTER PROGRAM” HAS THE MEANING STATED IN § 21-102 OF THE COMMERCIAL LAW ARTICLE.

(2) THE PROVISIONS OF THIS SECTION APPLY TO COMPUTER INFORMATION AND COMPUTER PROGRAMS IN THE SAME MANNER AS THEY APPLY TO GOODS AND SERVICES.”.

AMENDMENT NO. 4

On page 5, in line 35, after “SIZE” insert “EQUAL TO OR”.

On page 20, in line 29, strike “HOWEVER,”; and strike beginning with “A” in line 32 down through “CONSUMER.” in line 34.

On page 21, strike beginning with “CONSUMER” in line 5 down through “CONSUMER” in line 7 and substitute “MASS MARKET TRANSACTION IS GOVERNED BY THE LAW OF MARYLAND”; in line 23, strike “EXCEPT FOR A CONSUMER CONTRACT,”; in line 25, strike “AND” and substitute “OR”; strike in their entirety lines 26 through 28, inclusive, and substitute:

“(2) IN A MASS MARKET TRANSACTION, THE ENFORCEABILITY OF A CHOICE OF FORUM TERM SHALL BE DECIDED BY A MARYLAND COURT.”;

in line 32, strike “A PARTY” and substitute “THE PARTIES”; and in line 33, after “MAY” insert “, BY MUTUAL CONSENT,”.

AMENDMENT NO. 5

On page 30, in line 37, after “ASSENT” insert “:

(I)”;

in the same line, strike “OR” and substitute “; OR

(II)”;

in the same line, after “THAT” insert “:

1.”;

and in line 38, after “LICENSEE” insert “; OR

2. IS MADE AVAILABLE BY A LICENSOR TO A LICENSEE, AT NO COST TO THE LICENSEE, IN A PRINTED FORM ON THE REQUEST OF A LICENSEE THAT IS UNABLE TO PRINT OR STORE THE LICENSE FOR ARCHIVAL AND REVIEW PURPOSES”.

AMENDMENT NO. 6

On page 83, strike in their entirety lines 12 through 16, inclusive, and substitute:

“(B) EXCEPT AS PROVIDED IN SUBSECTION (C) OF THIS SECTION, BEFORE DISCONTINUING ALL CONTRACTUAL RIGHTS OF ACCESS IN AN ACCESS CONTRACT, A PARTY SHALL GIVE NOTICE IN A RECORD TO THE PARTY IN BREACH STATING:

(1) THAT THE PARTY INTENDS TO DISCONTINUE ALL CONTRACTUAL RIGHTS OF ACCESS IN THE ACCESS CONTRACT ON OR AFTER 3 DAYS FOLLOWING THE DATE NOTICE IS GIVEN;”;

and after line 25, insert:

“(C) THE NOTICE REQUIRED IN SUBSECTION (B) OF THIS SECTION IS NOT REQUIRED FOR A DISCONTINUATION TO MEET A STATUTORY OR LEGAL REQUIREMENT OR DUE TO A MATERIAL BREACH OF A CONTRACTUAL USE TERM.”.

On page 86, strike in their entirety lines 31 through 33, inclusive.