AN ARTICLE 2B MASS-MARKET SOFTWARE LICENSE

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Many of the terms in this license are found in current mass-market software licenses, but it is highly questionable whether they are all enforceable. Under Article 2B, they might all be enforceable. Before you say, "Yes, yes, but federal law will preempt the worst of these," let me remind you of Ray Nimmer's recent analysis of federal preemption of contract clauses:

There have been no cases in which [Copyright Act] Section 301 preemption was used successfully to challenge and invalidate a term of a contract that was enforceable as a matter of general state contract law.

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