

Software Deliverables and Damage Provisions Must Be in Agreement

One of a court's most frequent tasks is interpreting ambiguous contracts created by the use of ambiguous language in contracts; however, by the time a court is deciding the issue, costly litigation may have taken years, write **Richard Raysman** and **Elliot Magruder** for Holland & Knight.

In a post for the firm's **Digital Technology & E-Commerce Blog**, they discuss a recent case in which parties to a software development and license agreement confronted this unfortunate truth, and both left unsatisfied.

In *Apacheta Corp. v. Lincare, Inc.*, Apacheta sued for breach of contract in claiming that Lincare's termination violated the right-to-cure provision because Lincare neither provided notice of breach nor a cure period.

[Read the article.](#)