

## Westlaw International

Auszug aus dem Lizenzvertrag 2012-2015  
Abridged version of License Agreement 2012-2015

[...]

### 2.2 Permitted Acts - use

#### 2.2.1 Customer may:

- a) view Data (or parts thereof) on screen;
- b) reproduce (whether in print or electronic form) Extracts for internal use;
- c) supply (whether in print or electronic form) Extracts to third parties if such third parties agree not to further distribute the same;
- d) download to any device including a mobile device no more than two (2) chapters of a book or loose leaf work ("Downloaded Material") in respect of a current project or matter, provided such Downloaded Material is deleted from the said device once the project or matter has been closed. This clause shall only apply to books or loose leaf works published in PDF format and in respect of loose leaf works only applies to the narrative chapters; the materials section of this type of work being governed by sub-clauses (b) and (c) above.
- e) distribute Work Product related to a specific cause of action containing Extracts to:
  - I. the Court before which the cause of action is to be heard, and/or
  - II. the parties to the cause of action, and/or
  - III. their representatives.
- f) on an occasional basis via e-mail or via relevant Service functionality, transmit or direct Supplier or its Affiliates to transmit individual documents in electronic format to individual internal user(s) for internal use and to third parties If such third parties agree not to distribute the same onwards;
- g) download Extracts to a storage device under the exclusive control of Customer and temporarily store the same in order to carry out the above functions;

### 2.3 Permitted Acts - storage

2.3.1 Customer may store Extracts in a Project Database, whether in hardcopy or electronically (or both) for the duration of the project or matter.

2.3.2 Subject to 2.3.3, customer may continue to store Extracts in a Retention Database.

2.3.3 No Data shall be stored or used in any form of Know-How Database.

### 2.4 Restrictions - All Data

2.4.1 Except as expressly permitted by this Agreement (e.g. in relation to Work Product), or by applicable law, or with Supplier's prior written permission, Customer may not do the following (nor may Customer permit a third party to do the same):

- a) copy, download, store, publish, transmit, transfer, sub-licence, distribute, sell or otherwise use any Data in any form or by any means;
- b) re-use, reproduce, decompile, reverse engineer, disassemble, attempt to discern the source code of any Service or interfere in any way with any Data;
- c) modify or make any iterations, additions or amendments to any Data;
- d) create derivative works from any Data; or
- e) sell, licence or distribute any Data to third parties or use any Data as a component of or as a basis for any material offered for sale, licence or distribution.

2.4.2 Customer undertakes to use reasonable endeavours to ensure that no Service shall be accessed or used by third parties other than those entitled to do so by virtue of this Agreement.

2.4.3 Customer shall use its reasonable endeavours to keep any Data stored (as permitted under this Agreement) secure and to prevent any third party duplicating or otherwise reproducing the same in whole or in part other than for the exercise of the rights granted by this Agreement, and shall use its reasonable endeavours to prevent whether by act or omission such duplication or reproduction except as permitted by the terms of this Agreement.

[...]

## **2.6 Rights in Data**

2.6.1 Except for the licence granted in this Agreement, all rights, title and interest in any data, in all languages, formats and media throughout the world, including all copyrights, trademarks, and all other intellectual property rights subsisting in or used in connection with any Service, are and will continue to be the property of Supplier, its Affiliates and/or its Licensors; and Customer acknowledges and agrees that, save to the extent expressly set out in this Agreement, that it does not, and shall not acquire by this Agreement, any right, title or interest in any intellectual property rights which subsist in any Service or any of the contents contained therein.

2.6.2 Crown Copyright material is reproduced with the permission of the Controller of Her Majesty's Stationery Office and may be used in accordance with the Guidance Notes from time to time set out at [www.opsi.gov.uk](http://www.opsi.gov.uk), the European Communities Copyright Notice, as set out on the European Commission's "Europa" website, shall apply in relation to EU materials. Irish Statutes and Oireachtas Copyright Material is reproduced with the permission of the House of the Oireachtas. The official version of the Acts of the Oireachtas and Statutory Instruments remains the printed version published by the Stationery Office.

2.6.3 Customer shall not do or omit to do or authorise any other person to do or omit to do any act which:

- a) would or might invalidate or be inconsistent with any intellectual property of Supplier, its Affiliates and/or its Licensors; or
- b) would be in breach of or otherwise inconsistent with the moral rights of the authors of any Data.

2.6.4 Customer shall not delete erase remove deface or cover any trademark, service mark, trade names, numbers, copyright or other proprietary notices, guarantee, designation of origin, means of identification, disclaimer or other statement used in connection with any Data, nor shall Customer authorise another person to do so.

[...]

8. Clause 18.2 shall be deleted and replaced with the following new clause:

"18.2 Academic Institutional Customers shall be entitled to unlimited access and use of the relevant Service solely for scientific purposes ("Authorised Use") by Customers' students (whether full or part time, or distance learners) ("Students") and Customers' staff ("Staff"). Any other use is strictly prohibited."

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