

Westlaw (Thomson Reuters)

Auszug aus dem Lizenzvertrag
Abridged version of License Agreement

(...)

5. USAGE PERMISSIONS AND RESTRICTIONS

5.1. Usage.

TR permits Customer to use the Services within the scope of use set out in the Master Terms and the relevant Schedule and/or Order Form. The Materials and communications facilities or networks provided in connection with the Service, may only be used to access the Services and benefit from the rights granted under the Agreement. TR may make available to Customer an open API to achieve interoperability between a Service and any other software applications or technology, which Customer may use where applicable, subject to TR's then current Fees (if any) for such APIs.

5.2. Usage Restrictions.

(a) Customer will not: (i) copy or modify any part of or create any derivative works from, the Services; (ii) use or provide the Services in a white-labelled basis, or otherwise, for the benefit of any third party (other than third parties to the extent they are expressly permitted under the Agreement to receive access to the Services); (iii) use any Materials, or communications facilities or networks provided by or on behalf of TR, other than to receive and properly use the Services; or (iv) merge, decompile, disassemble, or reverse-engineer Software (except as expressly permitted by law or regulation to achieve interoperability with other technology where such rights cannot be modified by agreement) or change the filename of Software.

(b) Any Information, Materials or other rights provided with a Service are non-transferable and non-sublicensable by Customer.

5.3. Interactive Services.

Some Services contain Interactive Services. Customer accepts and will ensure that its Users comply with the Code of Conduct for the use of Interactive Services found on the Customer Portal and any other terms applying to Interactive Services of which TR notifies Users. TR does not routinely monitor, and accepts no liability for, the material posted via Interactive Services. Interactive Services are not transaction services and any transaction conducted through an Interactive Service is at Customer's own risk.

5.4 Trials and Testing.

All trials or testing of Services are subject to the terms of the Agreement, unless otherwise notified by TR.

(...)

7. INTELLECTUAL PROPERTY AND FEEDBACK

7.1. Services.

Customer acknowledges that, as between the parties, all Intellectual Property Rights in the Services (including Software, Information, and Materials) are (a) owned by TR, its Affiliates or Third Party Providers, and (b) hereby reserved to TR unless specifically granted in the Agreement. Customer will not remove or conceal any proprietary rights notice in the Services, and will include such notices on any copy it is permitted to make.

7.2. Customer Materials and Feedback.

TR acknowledges that, as between the parties, all Intellectual Property Rights in the Customer Materials are owned by Customer or licensors to Customer. TR may collect and use information related to Customer's use of the Services and any feedback on TR's products and services, for the purposes of the administration of this Agreement and, as long as such information is not identifiable to the Customer or any individual User, to test, develop, improve and enhance its products and services and to create and own derivative works based on such feedback.

7.3. Use of Name.

Other than as necessarily required for the provision of the Services, neither party may use the other party's name, trademarks or any derivatives of them, except for internal purposes or as required by law or regulation, without the other's prior written consent, not to be unreasonably withheld.

(...)

TR and Customer have entered into an Order Form that incorporates the terms set out in this Schedule (the "Information Schedule") and the Master Terms.

(...)

2. BASIC USAGE PERMISSION

Subject to the terms of the Agreement, TR permits Customer to access the Information Service(s) for the purpose of exercising the usage terms detailed in this Information Schedule or the applicable Order Form. Each User may, in the ordinary course of Customer's business and subject to the restrictions in clause 3:

- (a) view, copy {download and/or print), customise and use Information for User's internal use.
- (b) Distribute and Redistribute Insubstantial Portions of Information in a Non-Systematic manner;
- (c) Distribute Information to other Users who have a subscription from TR to view the same Information;
- (d) Redistribute Information to government and regulatory authorities solely to the extent specifically requested by such government or regulatory authority for the purposes of investigating Customer's compliance with laws and regulations; and
- (e) Redistribute Information to Customer's Representatives who are acting on behalf of the Customer, solely to the extent required to advise Customer and in accordance with the terms of this Agreement.

3. RESTRICTIONS ON USE

3.1. Except as otherwise authorised by TR, Customer undertakes not to, and to ensure that Users will not:

- 3.1.1** modify or make alterations, additions or amendments to Research Material;
- 3.1.2** use all or some of the Information (i) to create or allow others to create competitor products of the Information Service; (ii) to create or allow others to create derivative databases or other works except Work Product; or (iii) in any other product or service.
- 3.1.3** use "web crawlers" or other types of software or hardware technology to automatically download or index Information from any Information Service.
- 3.1.4** download to any device including more than two (2) chapters of a book or the narrative chapters of a looseleaf work in either case published in PDF format.

4. USE OF FEDERATED SEARCH SOFTWARE AND API.

4.1 Customer may not without TR consent combine any Information with any other software, data or material except when using FSS or API provided by TR.

4.2 Where Customer wants to use FSS or API provided by a third party.

(a) Customer shall request TR consent by email to trluki.legalonlinenotices@thomsonreuters.com

(b) any TR consent will be subject to the third party supplier having a valid license from TR to access the Services/AP, TR may withdraw its consent on 3 months' notice at its sole discretion.

5. ATTRIBUTION

5.1 Except as otherwise specified in another Schedule, Order Form or the Customer Portal, Customer must ensure that all Information it is permitted to Distribute or Redistribute is attributed to TR as the source (or, where applicable, the relevant Third Party Provider), in the following format: "Source: Thomson Reuters" or as otherwise specified on the Customer Portal.

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