Limits Of The Right To Use A Commissioned Computer Program Under Bulgarian Copyright Law

Antitsa Geneva[1]

Abstract: Computer programs are more than ever positioned centrally in the everyday live and their importance is growing constantly. Although the Bulgarian Copyright and Neighboring Rights Act has followed the international and EU tendencies for copyright protection of computer programs, for specific issues there are some discrepancies and lack of clarity. In particular, this is the case with computer programs created under commission agreement. Commission agreements are often used in the software industry as many software developers and engineers are working as freelancers and not under employment agreement. Although the Copyright and Neighboring Rights Act contains a specific provision that regulates the rights of the author and the commissioner, it does not reflect the unique nature of computer programs in terms of economic and moral rights of the author. This article aims to elaborate on the content of the copyright of a computer program created under commission agreement as well as to analyze the problems with respect to their conclusion and execution.

[1] Antitsa Geneva is a PhD student in Civil law at the University of National and World Economy working on her thesis regarding copyright protection of computer programs. She completed a master's degree in law at the Faculty of Law of the University of National and World Economy in 2010 and a master program in European Union Law at Tilburg University, the Netherlands in 2012 where she graduated with distinction.

Антица Генева е докторант по гражданско право в Университета за национално и световно стопанство с теза, свързана с авторските права върху компютърните програми. Завършва магистърска степен по право в Юридическия факултет на Университета за национално и световно стопанство през 2010 г. и магистърска програма по право на Европейския съюз в университета в Тилбург, Холандия през 2012 г., където получава диплома „with distinction".

Key words

computer programs, copyright, commission agreement, economic rights, moral rights.

Резюме

Компютърните програми повече от всякога заемат централно място във всекидневния живот, а тяхното значение постоянно нараства. Въпреки че българският Закон за авторското право и сродните му права отразява международните правни тенденции, както и тези на законодателството на Европейския съюз за авторскоправна закрила на компютърните програми, по отношение на определени въпроси законът съдържа някои неясноти. По-конкретно такъв е случаят с компютърни програми, създадени по поръчка. Договорите за създаване на компютърна програма по поръчка са често срещани в софтуерната индустрия, тъй като повечето от софтуерните инженери са на свободна практика и не работят по трудово правоотношение. Законът за авторското право и сродните му права съдържа специфична разпоредба, която регулира отношенията във връзка със създаването на произведения по поръчка, но последната не отразява уникалната природа на компютърните програми и нейното отражение в неимуществените и имуществените права на автора. Настоящата статия цели да изясни съдържанието на авторското право върху компютърни програми, създадени по поръчка, както и да анализира проблемите, свързани с тяхното сключване и изпълнение.

Ключови думи

компютърни програми, авторско право, договор за поръчка, неимуществени и имуществени права.

Brief History of International Copyright Protection of Computer Programs and Copyright Protection of Computer programs in Bulgaria

COMPUTER PROGRAMS ALONG WITH technology and innovation have become one of the most prominent features of the modern digital society. Computer programs are more than ever centrally positioned in the everyday live with their importance that is growing constantly. Taken in their entirety, the predominantly technical nature of computer programs and their textual components make a complex and multilayered intellectual property object. Such complexity made the legal protection of computer programs subject to many debates for the most appropriate laws to deal with it. The issue for copyright protection of software products was first discussed in 1908 in the United States of America in the famous case *White-Smith Music v. Apollo Company*.[2] In *White-Smith*, the Supreme Court considered whether a player-piano roll, a form of machine-readable code, fit under the scope of copyright protection.[3] The Court stated that as a condition for copyright protection the work had to be something which the eye could see. Following the decision of the case, the US Copyright Act was substantially modified. However, computer programs were not expressly included until 1976 when the Act referred to programs in its "moratorium" provision, section 117.[4]

In 1970s and 1980s, there were extensive discussions what the appropriate legal protection for computer programs should be – patent, copyright or a separate sui generis system. The World Intellectual Property Organization (WIPO) is the first international forum to address the issue of the need for legal protection of computer programs, since their creation, in addition to the large financial investment, requires a lot of intellectual work and effort. In the late 1970s, WIPO considered the idea of creating a sui generis system and implemented it in a specific designated document called "*WIPO Model Provisions*

[2] 209 U.S. 1 (1907).

[3] See more in DuCharme Nancy F., Kemp Robert F. "Copyright Protection for Computer Software in Great Britain and the United States: A Comparative Analysis", Santa Clara High Technology Law Journal, Volume 3, Issue 2 Article 2, January 1987.

[4] Ibid., p. 5.

on the Protection of Computer Programs".[5] However the idea for a sui generis system was not followed by the national legislators and the focus on copyright protection gained more and more support. The domination of copyright protection as more appropriate legal basis was grounded on the fact that it provides and guarantees balance between the interests of the society to have access to any new and useful idea and the interests of the author/owner seeking protection for their invested time, thought, skill and financial resources. In addition, copyright does not pose any formalities in order for the protection to be granted – no registration procedures and filling in burdensome documentation. It can easily be acquired by computer developers for whom it is important to have a quick, easy-to-prove protection of their exclusive rights against copying and adaptations that their competitors could develop on the basis of their programs.

The arguments in favour of copyright protection for computer programs have found their legislative expression in the Agreement on Trade-Related Aspects of Intellectual Property Rights („TRIPS")[6] at international level and in the Council Directive 91/250/EEC of 14 May 1991 on the legal protection of computer programs at European Union level.[7] Directive 91/250/EEC was later repealed and replaced by Directive 2009/24/EC of the European Parliament and of the Council of 23 April 2009 on the legal protection of computer programs (Codified version).[8] Both the TRIPS Agreement[9] and Council Directive 91/250/

[5] Model provisions on the protection of computer software, Geneva: WIPO, 1978.
[6] The Agreement on Trade-Related Aspects of Intellectual Property Rights ("TRIPS") is Annex 1C of the Marrakesh Agreement Establishing the World Trade Organization, signed in Marrakesh, Morocco on 15 April 1994. The TRIPS Agreement was amended through the Protocol of 6 December 2005 that entered into force on 23 January 2017. The TRIPS Agreement, which came into effect on 1 January 1995, is to date the most comprehensive multilateral agreement on intellectual property according to the website of the World Trade Organisation available at: https://www.wto.org/english/tratop_e/trips_e/intel2_e.htm.
[7] Council Directive 91/250/EEC of 14 May 1991 on the legal protection of computer programs,Official Journal L 122 , 17/05/1991 P. 0042 – 0046, available at http://eur-lex.europa.eu/legal-content/EN/ALL/?uri = CELEX:31991L0250.
[8] Directive 2009/24/EC of the European Parliament and of the Council of 23 April 2009 on the legal protection of computer programs (Codified version) OJ L 111, 5.5.2009, p. 16–22, available at http://eur-lex.europa.eu/legal-content/EN/ALL/?uri = CELEX:32009L0024.
[9] Article 10 paragraph 1 of the TRIPS Agreement states that: "1. Computer programs, whether in source or object code, shall be protected as literary works under the Berne Convention (1971)".

EEC[10] contain provisions that oblige Member States to protect computer programs, by copyright, as literary works within the meaning of the Berne Convention for the Protection of Literary and Artistic Works ("Berne Convention").[11]

In Bulgaria, the legal protection of computer programs as an object of intellectual property has its origin in the years of Socialism. A number of secondary legislation regulations on the development and distribution of the so-called electronic computing programs existed. These particular types of programs were accepted in the legal doctrine as a separate type of possession and an object of intellectual property.[12]

The Copyright and Neighboring Rights Act of 1.08.1993[13] (herein referred as "the Copyright Act") explicitly places computer programs within its scope along with works of literature in Art. 3 para. 1. The provisions of the Copyright Act were largely aligned with the content of the basic EU legislation on copyright for computer programs – Council Directive 91/250/EEC of 14 May 1991 on the legal protection of computer programs before country's accession to the EU in 2007, as part of the accession process.

After Bulgaria became a member of the EU, the Copyright Act also transposed provisions regulating some new cases in copyright protection. The new provisions were also the result of the adoption of two EU Directives – a codified version of Council Directive 91/250/ EEC – Directive 2009/24/EC of the European Parliament and of the Council

[10] Art. 1 paragraph 1 of Council Directive 91/250/EEC states that:"in accordance with the provisions of this Directive, Member States shall protect computer programs, by copyright, as literary works within the meaning of the Berne Convention for the Protection of Literary and Artistic Works. For the purposes of this Directive, the term 'computer programs` shall include their preparatory design material".

[11] Berne Convention for the Protection of Literary and Artistic Works was adopted in 1886. The Convention deals with the protection of works and the rights of their authors. According to the information provided on the website of WIPO (available at http://www.wipo.int/treaties/en/ip/berne/), it provides creators such as authors, musicians, poets, painters etc. with the means to control how their works are used, by whom, and on what terms and is based on three basic principles and contains a series of provisions determining the minimum protection to be granted, as well as special provisions available to developing countries that want to make use of them.

[12] Draganov, Jivko "Obekti na intelektualna sobstvenost", Sibi, 2016, 127.

[13] Copyright and Neighboring Rights Act, promulgated in State Journal edition56 from 29 June 1993, lastly amended and supplemented in State Journal edition 14 from 20 February 2015.

of 23 April 2009 on the legal protection of computer programs and the adoption of Directive 2001/29/EC of the European Parliament and of the Council of 22 May 2001 on the harmonization of certain aspects of copyright and related rights in the information society. By aligning its provisions with EU legislation, the 1993 Copyright and Neighboring Rights Act sought to refine the existing copyright regime and respond adequately to the dynamically emerging information technologies, on the one hand and to the international obligations of Bulgaria in the area of copyright, on the other.

Inclusion of computer programs as a protected object of copyright represents a specific moment of the alignment process. Art. 3 Paragraph 1, Point 1 of the Bulgarian Copyright and Neighboring Rights stipulates that computer programs are protected as works of literature. In addition, computer programs need to meet all the other requirements for copyright protection listed in Art.3, para.1 of the law. According to the latter, computer programs need to be created in result of the creative activity of their author and to be expressed in whatever objective form.

The Copyright Act does not contain a legal definition of the term "computer program" which poses many difficulties regarding the scope of the protection. Although computer programs are qualified as works of literature for the purpose of copyright, they differ significantly from a traditional work of literature such as a novel, for example. Their technical nature requires further analysis in order for the protected subject matter to be properly defined. Namely the protected subject matter is the core of the agreements concluded for the creation and the use of computer programs. Most of the programs are created either under an employment contract or under a commission agreement. The conclusion and execution of the latter pose significant difficulties in terms of defining the rights of both parties – the author and the commissioner.

Commission Agreement and Bulgarian Copyright and Neighboring Rights Act

Art. 42 of the Copyright Act governs the legal regime of works created under a commission agreement. According to the first paragraph of the latter article: "Copyright over a work created under a commission agreement shall belong to the author of the work, unless the concluded agreement provides otherwise". The second paragraph of the

provision further stipulates that: "Unless otherwise agreed, the commissioner is entitled to use the work without permission of the author for the purpose for which it was commissioned".[14]

Article 42 is an exception to the general rule that the author has the exclusive right to use the work he has created and to authorize the use by other persons provided in Article 18 (1) of the Copyright Act. Article 42 sets out the limits of the permitted use of a work created under commission agreement. The limits are defined by two cumulative conditions: purpose of using the commissioned work and compliance with the applicable legislation (for example, Bulgarian legislation concerning contract law).

Under Art. 42, where a software engineer is asked to create a computer program, the software engineer (as the author) is the owner of the copyright (unless otherwise agreed), but the person who has commissioned (assigned) the works is entitled to use the program only for the purposes for which it was created[15] without author's further permission or without further remuneration, to the extent the use is complaint with the imperative norms of the Bulgarian legislation.

Purpose of using the commissioned work

Upon conclusion of the computer program commission agreement the parties have to determine what is the purpose for which the commissioner will use the program subject to the agreement. The latter is of great importance since the commissioner will only be allowed to use the program within the agreed purpose unless otherwise provided in the agreement and for any other (additional) use the commissioner shall request the explicit permission of the author. Therefore, if, for

[14] Bulgarian legal doctrine, defines the agreements concluded under art. 42 of the Bulgarian Copyright Act as a separate category, which cannot be attributed either to the category of commission agreements regulated in Art. 280-289 of the Bulgarian Obligations and Contracts Act, nor to the contracts for manufacturing a work stipulated in Art. 258-269 of the same Act. The agreements concluded under art. 42 of the Copyright Act differ in the result. They are aiming namely the material result that is due (the work that is created) while a contract concluded under Art. 280-289 of the Bulgarian Obligations and Contracts Act requires a legal advice as subject of the contract. In this respect see: Kalaidziev, Angel "Dogovorut za hudojestvena poruchka chrez vuzlagane", god. na UF na SU, tom. 79, kniga 1,122 and the following; Sarakinov, Georgi "Avtorsko pravo i srodnite mu prava v Republika Bulgaria", Sibi, 2007, 80-2, Kamenova, Cvetana "Mejdunarodno I nacionalno avtorsko pravo", Institut za pravni nauki, Bulgarska akademiq na naukite, 2004, 203-204.

[15] Art. 42 of the Copyright Act.

example, the commission agreement provides that the commissioner obliges to use an accounting computer program only for the needs of the commissioner's accounting company, a copyright infringement may occur where the commissioner decides to modify the program and use it for tax case-law tracker.

Among other things, the parties also have to agree whether the commissioner will have the exclusive right to use the program, (meaning only he/she is allowed to use it), the term of use and the manner in which the remuneration will be formed for the period for which it will be used. It is also possible for the parties to agree that the commissioner will also have the right to use the computer program for a different purpose (which needs to be specified) than the one described in the commission agreement.

In addition, unless otherwise agreed, the author retain his right to use the program as well as his moral rights. However, the execution of author's moral rights with respect to a computer program created under commission agreement may pose significant difficulties.

Moral rights of the author of the commissioned computer program

Moral rights of authors are listed in art. 15 of the Copyright Act. They seek to protect an author's artistic integrity. These rights are the personal rights of the author and two of them are inalienable under Bulgarian Copyright Act – the right to be identified as the author of a copyright work (art. 15 (1) point 2) and the right of the author to require his name, pseudonym or other identifying sign to be appropriately marked for each use of the work (art. 15 (1) point 4).

Moral rights conferred by the Copyright Act are essential to programmers. In particular, the right to be identified as the author of a copyright work is of a great importance. It requires that whenever the computer program is used – either commercially or for private use, the author must be identified (Art. 15 Paragraph 1, Point 2). Authors of computer programs are also entitled to decide whether the computer program shall be made available to the public anonymously or pseudonymously (Art. 15 Paragraph 1, Point 3) and to require that their name, pseudonym or other identifying mark be identified in a suitable manner whenever the program is used (art. 15 paragraph 1 point 4).

For computer programs the right to require that the integrity of the work provided in Art. 15 Paragraph 1 Point 5 of the Copyright

Act is also of particular importance. Computer program's author may exercise it when, for example, third parties make alterations in the computer program in order to create a new version or to update the older. Authors may also require the cease of any action that may violate author's legitimate interests or personal dignity. However, this right can be exercised to the extent it does not prejudice rights acquired by other persons.[16]

Under the provision of Article 42, unless otherwise agreed, the author retains all of the above mentioned moral rights. The latter may significantly interfere with the interests of the commissioner. Taking into consideration that the nature of computer programs is such that substantial modification are constantly taking place, execution of some moral rights such as the right to maintain the integrity of the computer program may prove to be quite burdensome. Unless otherwise agreed, the commissioner is obliged to request permission for each modification of program (and possibly to pay additional remuneration) in order to avoid breach of the right to maintain integrity of the program.

Many of the above described discrepancies could have been avoided if article's 42 disposition resembled the one of Art. 14 of the Copyright Act. The latter provides an exception where copyrights belong to a person that is different from the author. This is the case where computer programs are created under employment agreement. Article 14 of the Copyright Act provides that unless otherwise agreed, the copyright over computer programs and databases belongs to the employer. Under this provision, both moral and economic rights belong to and could be exercised by the employer.

However, the commissioner could avoid the difficulties that the execution of moral right may pose by including express provisions for transfer of moral rights (with the exception of the rights that are inalienable) in the commission agreement.

Economic rights of the author of the commissioned computer program.

The economic rights of the author of a computer program are essential since their breach may cause considerable harm to author's economic interests. Economic rights of authors are listed in art. 18 of the Copyright Act. The economic rights of the authors of comput-

[16] Art. 15 paragraph 1 of the Copyright Act.

er programs include *inter alia* their exclusive rights to: (a) use the program created by them, (b) permit its use by other persons and (c) receive remuneration for every consequent use of the program.

Particular forms of use[17] of a computer program that most often occur are: reproduction, distribution and amendment (revision) of the computer program. Reproduction of a works is defined in paragraph 3 of the Supplementary provisions of the Copyright Act as "the direct or indirect reproduction in one or more copies of the work or part thereof in any manner whatsoever and in any form whatsoever, whether permanent or temporary, including the storing of the work in digital form on electronic medium". A computer program will be reproduced once it was downloaded from a particular website and installed on a computer, for example.[18] Partial reproduction of the computer program may also require permission of the author – for example, where protocols or interface program elements are copied.

As mentioned above, under Article 42 of the Copyright Act, the author retains his copyright including both – moral and economic rights. Unless otherwise agreed, the acts of the commissioner with respect to the commissioned program shall be limited to the agreed use of the program and could not prevent the author from exercising his economic rights with respect to the commissioned program. Therefore, author will be able, among other things, to reproduce, distribute and make available to the public the commissioned program.

For each additional action that is not consistent with the agreed purpose of use of the program, the commissioner shall be obliged to request additional permission from the author. In this respect if the parties have agreed in the commission agreement that the computer program will be installed on one computer only, the installation on additional computers may breach the right of reproduction of the author if the latter has not given his consent.

Unless otherwise agreed, the author may also distribute the commissioned program. Distribution of a work is defined in paragraph 4 of the Supplementary provisions of the Copyright Act as "the sale,

[17] Art. 18 paragraph 2 of the Copyright Act gives a list of activities that constitute use of a work.

[18] See in this respect Judgment of the Court of the European Union (Grand Chamber) 3 July 2012 in Case C-128/11, reference for a preliminary ruling under Article 267 TFEU from the Bundesgerichtshof (Germany), made by decision of 3 February 2011, received at the Court on 14 March 2011, in the proceedings UsedSoft GmbH v Oracle International Corp.

exchange, donation, renting, and storage in commercial quantities, as well as the offer to sell or rent the originals and copies of the work".

The commissioner could also be able to distribute the program where such distribution is consistent with the agreed purpose of use of the commissioned program. A program will be considered distributed where, for example, it was further sold to a third party. If the latter was performed without author's consent, the act of distribution will be considered as copyright infringement unless the distribution of the program was the purpose of use of the commissioned program.

The same applies for amendments of the commissioned program – the commissioner could amend the program without author's authorization if such amendment is consistent with the purpose of the agreed use of the program. Usually, the term "amendment"[19] includes the adapting of the work and the introduction of any modifications or revision thereto as well as the use of the work to create a new derivative work. Amendment (also re-working, revision) of a work is defined in paragraph 18 of the Supplementary provisions of the Copyright Act as "the modification of it with a view to creating a new derivative, including its adaptation to another genre, and making any changes thereto". This may the case where a source code of a computer program is used for the creation of new version of the program.

Including express terms in the commission agreement to deal with the use of copyright works (including reproduction, distribution and amedement) is not required by the provision of Art. 42 of the Copyright Act. However, in the absence of such explicit provision in the agreement, some acts may be qualified as infringement of the economic rights of the author of the program. For example, an infringement may occur where the program is revised by the commissioner by adding additional modules or functionalities to the program that are not consistent with the agreed purpose of the commissioned program.

The use of the source code by the commissioner to create a new version of the program or the program subject to the commission agreement is provided to another company, or to a competing software company for the creation of a similar program, could also amount to unauthorized reproduction of the program. The reselling of the pro-

[19] Revision (re-working) of a work is defined in paragraph 18 of the Supplementary provisions of the Copyright Act as "the modification of it with a view to creating a new derivative, including its adaptation to another genre, and making any changes thereto".

gram by the commissioner may amount to unauthorized distribution where the author has not given his explicit consent.

Based on the findings and analysis above, it could be concluded that copyright over the computer program could be infringed by the commissioner when he/she exercises any of the author's economic rights (to distribute copy the program, to make an adaptation, etc.) without permission of the author for a purpose that is not consistent with the agreed purpose of use of the commissioned program.

Legal actions that the author of a computer program may undertake in case of breach of the commission agreement by the commissioner include claiming damages (moral and material) for any copyright infringement.[20] However, the onus is on author of the computer program to assert his rights and to prove a causal link between the damage and the claimed infringement. When assessing damages the court takes into consideration all circumstances related to the infringement such as loss of profit and moral damages suffered.

When negotiating the specific rights of use of the computer program in the commission agreement parties must also comply with the imperative provisions for the validity of the agreement. Under Bulgarian law (Article 9 of the Obligations and Contracts Act[21]), parties are free to determine the content of the contract, as long as it does not contradict mandatory provisions of the law and principles of good faith. Once the rights and obligations in the commission agreement are determined, then the provision of Article 20a of Obligations and Contracts Act will apply allowing the parties to amend or supplement the content of the commission agreement.

In a nutshell, the conclusion of a commission agreement with respect to computer programs requires a profound analysis of the needs of the commissioner and the intended use of the commissioned program. Specific and elaborated provisions on the purpose of use of the program and the actions that will be considered consistent with this particular purpose may protect both parties from conflict of interests.

[20] Art 94 and Art.94a of the Copyright Act.
[21] Obligations and Contracts Act, promulgated in State Journal edition 275 from [22] November 1950, lastly amended in State Journal edition 50 from 30 May 2008.

Conclusion

The complex technical nature of computer programs preconditions their uniqueness as an intellectual property object. Advantages of copyright protection laid the foundations of strong international and national legal framework. However, the exclusive economic rights as well as the moral rights of an author of a computer program reveal some specifics that need to be taken into account when a contract regulating the use of a program is concluded. In particular, where a commission agreement is concluded both parties have to consider the limits of the permitted use of the computer program subject to the agreement. The commissioner must take into account that the copyright over the computer program created under a commission agreement belongs to the author under the provision of art. 42 of the Copyright Act. Therefore, the commissioner would not be allowed to exercise any of the author's exclusive economic rights that relate to a different use of the program from that described in the agreement unless otherwise agreed between the parties.

Parties are allowed to provide specific terms that indicate which rights the commissioner may exercise and which the author will retain, as well as which actions of the commissioner shall be considered consistent with the agreed purpose of the commissioned program. Specific provisions on the moral rights and their execution by the author may also act as a "safeguard" for any possible conflicts. The more detailed the provisions of the commission agreement on moral and economic rights are, the better balance between the interests of both parties will be provided.

Cited Literature

Textbooks and articles

1. Draganov, Jivko "Obekti na intelektualna sobstvenost", Sibi, 2016.
2. DuCharme Nancy F., Kemp Robert F. "Copyright Protection for Computer Software in Great Britain and the United States: A Comparative Analysis", Santa Clara High Technology Law Journal, Volume 3, Issue 2 Article 2, January 1987.
3. Kalaidziev, Angel "Dogovorut za hudojestvena poruchka chrez vuzlagane", god. na UF na SU, tom 79, kniga 1.
4. Kamenova, Cvetana "Mejdunarodno i nacionalno avtorsko pravo", Institut za pravni nauki, Bulgarska akademiq na naukite, 2004.
5. Sarakinov, Georgi "Avtorsko pravo i srodnite mu prava v Republika Bulgaria", Sibi, 2007.

National, International and EU Legislation

6. Copyright and Neighboring Rights Act, promulgated in State Journal edition56 from 29 June 1993, lastly amended and supplemented in State Journal edition 14 from 20 February 2015.
7. Obligations and Contracts Act, promulgated in State Journal edition 275 from 22 November 1950, lastly amended in State Journal edition 50 from 30 May 2008.
8. Agreement on Trade-Related Aspects of Intellectual Property Rights ("TRIPS").
9. Berne Convention for the Protection of Literary and Artistic Works, available at http://www.wipo.int/treaties/en/ip/berne
10. Council Directive 91/250/EEC of 14 May 1991 on the legal protection of computer programs, Official Journal L 122, 17/05/1991 P. 0042 – 0046, available at http://eur-lex.europa.eu/legal-content/EN/ALL/?uri = CELEX:31991L0250.
11. Directive 2009/24/EC of the European Parliament and of the Council of 23 April 2009 on the legal protection of computer programs (Codified version) OJ L 111, 5.5.2009, p. 16–22, available at http://eur-lex.europa.eu/legal-content/EN/ALL/?uri = CELEX-:32009L0024.

Case-law

12. Judgment of the Court of the European Union (Grand Chamber) 3 July 2012 in Case C-128/11 UsedSoft GmbH v Oracle International Corp.
13. 209 U.S. 1 (1907).

Related acts

14. Model provisions on the protection of computer software, Geneva: WIPO, 1978.