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Table of Contents

Articles

ED BADEN-POWELL

Think before you link: yesterday's news—today's copyright conundrum 25

In a notable first-instance judgment, the High Court recently ruled that a headline or short extract might qualify for protection as a literary work in its own right, or as a substantial part of an article. The Court also found that commercial customers of an online media monitoring organisation would infringe copyright if linking (without their own licence) to otherwise freely available online news. Unless successfully appealed, the judgment will have wider implications for the enforceability of copyright online and for use of the internet in the UK. In this article the author unravels the complex and far-reaching issues raised by the case.

DOMHNALL DODS

Network contracts: some special considerations 29

The market for electronic communications services has grown enormously in importance in recent years. The relatively small number of suppliers and the long lock-in periods found in this sector make it more important than ever to ensure that the contract terms are fit for purpose. This article considers the key aspects on which to focus when negotiating network contracts.

MARK BAILEY AND WILLIAM
TAYLOR

Exit plans in outsourcing contracts: some drafting lessons 37

Parties to an outsourcing transaction can achieve certainty during the final phase of their relationship with a clearly drafted and comprehensive exit plan. The benefits to achieving certainty during this crucial phase are numerous; it enables the smooth transition of the outsourced services to a new supplier or back in house and helps prevent relations between the parties deteriorating. Conversely, a poorly drafted and uncertain exit plan fosters ambiguity and can contribute to a breakdown in relations, both in the present and future. The recent case of *Ericsson Ltd v Hutchison 3G UK Ltd* [2010] EWHC 2525 (TCC) is a good example of some of the difficulties parties can encounter when negotiating and amending an outsourcing agreement. The case also highlights the need for parties to consider all provisions of the agreement, including any incorporated amendments, to determine whether, post variation, the agreement still operates as a whole. This article explores the judgment in the *Ericsson* case and illustrates some key legal and commercial lessons.

ROBERT LUNDIE-SMITH

Registered trade mark infringement claims in relation to parallel imports: "Euro-defences" based on the EC Treaty considered 40

In a decision that, if the case proceeds, will almost certainly involve a reference to the European Court of Justice, the Court of Appeal has overturned Mr Justice Kitchin's decision to grant summary judgment to Oracle America Inc in respect of its claim for registered trade mark infringement in relation to certain parallel imports made by M-Tech Data Ltd.

ANDREW HOBSON AND GEORGIA
WARREN

Case Report: Court of Appeal supports High Court's hard line against SoftLanding 43

This article considers the case of *SoftLanding Systems Inc v KDP Software Ltd*, the potential issues which arise when complex commercial agreements continue after expiry without the parties renewing terms and what terms may continue to operate in such circumstances.

Technology Section

MARK TAYLOR AND HANNAH
LOGAN

Wireless network security 45

Wireless networks have been around for a number of years, but have taken on increased significance of late, not least with the increased use of devices (such as iPads and other tablets) whose primary network connection is wireless. In this Technology Section, we look at wireless network security and the main protocols in use to secure wireless networks.

Special Briefing

ALEX B. MAKULILO

Registration of SIM cards in Tanzania: a critical evaluation of the Electronic and Postal Communications Act 2010 48

This article evaluates the constitutionality of the Electronic and Postal Communications Act 2010 on registration of SIM cards in Tanzania. The author argues that the Act, being broadly and loosely framed, contravenes Article 16 of the Tanzanian Constitution which secures the right to privacy.

News Section

Belgium

INTELLECTUAL PROPERTY

Copyright N-29

United States

INTELLECTUAL PROPERTY

Copyright Infringement N-30

United States

INTELLECTUAL PROPERTY

Patents N-31

United States

INTELLECTUAL PROPERTY

Trademark Infringement N-31

United States

TORT

Legislation N-32

QUENTIN ARCHER AND HANNAH
LOGAN

EC Computing, Telecommunications and Related Measures N-33

DAVID E. HALLIDAY

US Federal Computing, Telecommunications and Related Measures N-49