

# Table of Laws and Rules

---

## UNITED STATES CONSTITUTION

	Sec.		Sec.
Art. I, § 8.....	22:11	Amend 7.....	3:9
Amend 1 ... 2:5, 23:4, 23:11, 23:12,		Amend 14 .....	26:2
	23:22	Amend 1 and 5.....	13:3
Amend 5 .....	25:1		

## CLAYTON ACT

Sec.	Sec.
4 .....	18:12

## COMMUNICATIONS ACT OF 1934

Sec.	Sec.
4(i) .....	6:22

## COMMUNICATIONS DECENCY ACT OF 1996

Sec.	Sec.	Sec.	Sec.
230 .....	8:6, 8:28, 8:29, 8:30	230(d) .....	8:28
230(c).....	8:30	230(f)(2) .....	8:29, 8:30
230(c)(1) .....	8:28, 8:29, 8:30	230(f)(3) .....	8:30
230(c)(2).....	8:28		

LAW AND BUSINESS OF COMPUTER SOFTWARE

**COPYRIGHT ACT**

<b>Sec.</b>		<b>Sec.</b>	<b>Sec.</b>	<b>Sec.</b>
101.....	2:36, 22:5, 22:7, 22:20	117(c).....		22:6
106.....	2:21	405(a)(2).....		2:11
107.....	22:35	506.....		22:44
117.....	22:36	512.....		22:28

**DIGITAL MILLENNIUM COPYRIGHT ACT**

<b>Sec.</b>		<b>Sec.</b>	<b>Sec.</b>	<b>Sec.</b>
Title II.....	22:28	1201(a).....		22:15
1201.....	22:16	1201(b).....		22:15

**FAIR CREDIT REPORTING ACT**

<b>Sec.</b>	<b>Sec.</b>
604.....	13:11

**FEDERAL TRADE COMMISSION ACT**

<b>Sec.</b>	<b>Sec.</b>	<b>Sec.</b>	<b>Sec.</b>
5.....	13:15	5(a).....	13:11

**INTELLECTUAL PROPERTY AND  
COMMUNICATIONS OMNIBUS REFORM ACT OF  
1999**

<b>Sec.</b>	<b>Sec.</b>
4505.....	3:24

**LANHAM ACT**

<b>Sec.</b>	<b>Sec.</b>	<b>Sec.</b>	<b>Sec.</b>
43(c).....	5:7	43(d).....	25:4

TABLE OF LAWS AND RULES

**PATENT ACT**

<b>Sec.</b>	<b>Sec.</b>	<b>Sec.</b>	<b>Sec.</b>
101 .....	3:5	102(a) and (b) .....	3:3

**SARBANES-OXLEY ACT**

<b>Sec.</b>	<b>Sec.</b>	<b>Sec.</b>	<b>Sec.</b>
Title III .....	6:11	108(d) .....	10:5
103 .....	10:5	103 and 404 .....	10:5

**TELECOMMUNICATIONS ACT OF 1986**

<b>Sec.</b>	<b>Sec.</b>
509(c)(1) .....	8:1

**TRADEMARK ACT**

<b>Sec.</b>	<b>Sec.</b>	<b>Sec.</b>	<b>Sec.</b>
1(a) .....	5:10	32 .....	5:1

**URUGUAY ROUND AGREEMENTS ACT**

<b>Sec.</b>	<b>Sec.</b>
514 .....	2:5

**UNITED STATES CODE ANNOTATED**

<b>U.S.C.A. Sec.</b>	<b>Sec.</b>	<b>11 U.S.C.A. Sec.</b>	<b>Sec.</b>
1125(d) .....	25:4	362(c) .....	18:14
1125(d)(2) .....	25:4	362(d) .....	18:14
		362(f) .....	18:14
<b>8 U.S.C.A. Sec.</b>	<b>Sec.</b>	362(h) .....	18:14
1030(c)(4)(A)(i) .....	4:21	365(a) .....	18:15
		365(b) .....	18:15
<b>11 U.S.C.A. Sec.</b>	<b>Sec.</b>	365(c) .....	18:16
101 et seq. ....	21:2	365(e) .....	18:18
101(35A) .....	18:17	365(f) .....	18:16
362(a) .....	18:14	365(g) .....	18:15

LAW AND BUSINESS OF COMPUTER SOFTWARE

UNITED STATES CODE ANNOTATED—Continued

<b>11 U.S.C.A. Sec.</b>	<b>Sec.</b>	<b>15 U.S.C.A. Sec.</b>	<b>Sec.</b>
365(n)	17:6, 18:17, 20:9, 21:1, 21:2	1125(c)(2)(B) to (C)	5:7
365(n)(1)(B)	17:6	1125(c)(2)(C)	5:7
365(n)(2)	18:17	1125(c)(3)(A)	5:17
365(n)(2)(B)	17:6	1125(c)(4)	5:7
502(g)	18:15	1125(d)	23:4, 23:9, 25:4
Ch 11	21:12	1125(d)(1)	23:11, 23:13
		1125(d)(1)(A)	23:9, 23:10
		1125(d)(1)(A)(i)	23:11
		1125(d)(1)(A)(ii)(I)	23:10
		1125(d)(1)(A)(ii)(II)	23:10
		1125(d)(1)(A)(ii)(III)	23:10
		1125(d)(1)(B)(i)	23:12, 25:8
		1125(d)(1)(B)(i)(I)	23:11
		1125(d)(1)(B)(i)(II)	23:11
		1125(d)(1)(B)(i)(III)	23:11
		1125(d)(1)(B)(i)(IV)	23:11
		1125(d)(1)(B)(i)(V)	23:11
		1125(d)(1)(B)(i)(VI)	23:11
		1125(d)(1)(B)(i)(VII)	23:11
		1125(d)(1)(B)(i)(VIII)	23:11
		1125(d)(1)(B)(i)(IX)	23:11
		1125(d)(1)(C)	23:12
		1125(d)(1)(D)	23:9
		1125(d)(1)(E)	23:10
		1125(d)(2)	23:13, 25:5
		1125(d)(2)(A)	23:13, 25:6, 25:7
		1125(d)(2)(C)	25:6
		1125(d)(2)(D)(4)	23:13
		1125(d)(2)(D)(i)	25:6, 25:8
		1125(d)(2)(D)(ii)	25:8
		1125(d)(3)	23:9
		1126(d)	5:10
		1126(e)	5:10
		1127	5:7, 25:3
		1141f(a)	5:10
		1681(b)	13:11
		2301 et seq.	18:19
		2303	18:19
		2304(a)(2)	18:19
		2308(a)	18:19
		2308(b)	18:19
		2310(d)(2)	18:19
		6801 to 6809	6:2, 13:3
		6801(b)	6:4, 13:3
<b>15 U.S.C.A. Sec.</b>	<b>Sec.</b>		
15	18:12		
41 et seq.	8:2, 8:3		
44	8:3		
45 et seq.	13:11		
45	13:15		
45(a)	13:11		
45(a)(1)	13:3		
46	8:3		
57(b)-2a	8:3		
58	8:3		
78(a) et seq.	6:10		
78j-1	6:11		
301 to 308	6:11		
301	6:11		
1011	16:3		
1012	16:3		
1051, et seq.	5:7		
1051	1:18, 5:4		
1051(a)	5:10		
1051(b)	5:10		
1052	1:18, 5:3		
1052(e)(1)	5:3		
1060	5:8		
1065	23:10		
1114	1:18, 5:1, 5:4, 5:6, 23:3		
1115(b)(4)	5:18		
1117(a)	1:20, 5:6, 23:7, 23:12		
1117(d)	23:12		
1125	5:6, 5:19		
1125(a) to (c)	23:9		
1125(a)	23:3, 23:6, 23:13		
1125(c)	5:7, 23:9, 23:13, 25:3		
1125(c)(1)	5:7, 5:19, 23:11, 25:3		
1125(c)(2)	5:7, 25:3		
1125(c)(2)(A)	5:7		
1125(c)(2)(B)	5:7		

TABLE OF LAWS AND RULES

**UNITED STATES CODE ANNOTATED—Continued**

<b>15 U.S.C.A. Sec.</b>	<b>Sec.</b>	<b>17 U.S.C.A. Sec.</b>	<b>Sec.</b>
6802	6:3	204(b)	2:37
6802(d)	6:2	205	2:7, 2:37
6803(a)	6:3	205(c)	2:19
7201 et seq.	6:10	302	2:7, 2:38
7211	6:10, 10:5	302(a)	2:5
7218(d)(1)(A)	10:5	302(b)	2:5
7241 et seq.	10:5	302(c)	2:5
7704(a)(1)	8:2	302(e)	2:5
7704(a)(2)	8:2	303	2:5
7704(a)(3)	8:2	304	2:5
7704(a)(5)	8:2	304(a)	2:5
7704(d)	8:2	401	2:6
7707(b)(1)	8:2	401(a)	2:6
1114, 1116, 1117, 1125, 1127		401(b)(2)	2:7
1129	25:4	401(c)	2:10
		401(d)	2:6
<b>17 U.S.C.A. Sec.</b>	<b>Sec.</b>	402(d)	22:35
101, et seq.	2:1	403	2:8
101	2:4, 2:6, 2:22, 2:23, 2:33, 2:34, 2:36, 2:39, 2:41, 22:5, 22:7, 22:19, 22:20, 22:44	405	2:6, 2:7
102	2:36	405(a)(2)	2:11
102(a)	2:1, 2:2, 2:6, 2:23	406	2:7
102(b)	22:11	406(a)	2:7
103	2:4, 2:22	407(a)	2:28
103(a)	2:41	407(c)	2:28
104A	2:5	407(d)	2:28
105	2:7, 2:8	408(a)	2:20, 2:23
106	2:13, 2:21, 15:7, 22:4	410(c)	22:2
106(1)	22:19	410(d)	2:23
106(2)	2:41	411	2:20, 2:23
106(3)	2:17, 22:19	411(a)	2:23
107	2:13, 2:18, 22:20, 22:35	412	2:20, 2:23, 22:2
109	2:21	502 to 505	22:39
109(a)	2:21	502	22:42
109(b)	2:21	502(a)	22:42
117	22:36, 22:38	503	1:17, 22:42
117(a)(i)	2:17	503(b)	22:42
201(a)	2:32, 2:39	504	2:20, 22:2
201(b)	2:33, 2:34	504(c)	2:23, 2:26, 22:40
201(d)	2:32	504(c)(1)	2:26
203	2:38	504(c)(2)	1:16, 22:20, 22:35
204	2:7	505	2:20, 22:2
204(a)	2:37	506(a)(1)	22:44
		506(a)(2)	22:44
		506(b)	22:44

LAW AND BUSINESS OF COMPUTER SOFTWARE

UNITED STATES CODE ANNOTATED—Continued

<b>17 U.S.C.A. Sec.</b>	<b>Sec.</b>	<b>18 U.S.C.A. Sec.</b>	<b>Sec.</b>
512	22:24	2320	5:7
512(c)(3)	22:32		
512(f) to (g)	22:33	<b>23 U.S.C.A. Sec.</b>	<b>Sec.</b>
512(f)	22:32	1301 et seq.	13:3
512(g)(1)	22:32		
512(h)	22:19, 22:28	<b>28 U.S.C.A. Sec.</b>	<b>Sec.</b>
512(i)	22:29	1295(a)(1)	3:4, 24:1
512(j)	22:28	1338	22:7
512(l)	22:28	1346(b)	8:12
512(m)	22:29	1655	5:7
512(n)	22:28	2671 et seq.	8:12
602(a)	2:17	2680(a)	8:12
1201	22:44	2680(h)	8:12
1201(a)(2)	22:15		
1201(a)(3)(A)	22:15	<b>35 U.S.C.A. Sec.</b>	<b>Sec.</b>
1201(a)(3)(B)	22:15	100 et seq.	3:1
1201(f)(1)	22:9	100(b)	3:4
1202	22:17, 22:44	101	3:1, 3:4, 3:5, 3:28
1202(a)	22:17	102	3:10, 22:11
1202(b)	22:17	102(a)	3:10, 3:19
1202(c)	22:17	102(b)	3:16, 3:19
1202(d)	22:17	102(g)	3:10
1202(e)	22:17	103	3:10, 22:11
1203	22:44	111	3:28
1203(c)(5)(A)	22:44	111(b)	3:15
1203(c)(5)(B)	22:44	112	3:3, 3:6, 3:22
1204(b)	22:44	112(6)	24:11
Ch 12	22:15	118	3:28
		122	4:14
<b>18 U.S.C.A. Sec.</b>	<b>Sec.</b>	122(b)	3:22
1001	13:6	122(b)(1)(A)	3:24
1030	4:21, 6:23	132(a)	3:22
1030(4)	4:21	154	3:3
1030(a)	4:21	154(a)(1)	3:1
1030(a)(2)(C)	4:21	154(d)	3:24
1030(a)(4)	4:21	154(d)(1)(B)	3:24
1037(a)(3)	8:2	154(d)(2)	3:24
1037(a)(4) and (5)	8:2	154(d)(3)	3:24
1037(b)	8:2	184 to 185	3:21
1350	10:5	200 to 212	1:6
1512(c)	6:11	256	3:35
1519	6:11	261	3:37, 3:38
1905	4:9	262	3:29, 3:35
2319(b)	22:44	271(b)	24:5, 24:19

TABLE OF LAWS AND RULES

**UNITED STATES CODE ANNOTATED—Continued**

<b>35 U.S.C.A. Sec.</b>	<b>Sec.</b>	<b>47 U.S.C.A. Sec.</b>	<b>Sec.</b>
271(c)	24:5	230(b)	8:28
282	24:16	230(c)	1:10
283	3:25, 24:19	230(c)(1)	8:1, 8:28, 8:29, 8:30
283(1)	24:16	230(c)(2)(A)	8:28
284	24:15, 24:19	230(d)	8:28
1 to 376	3:29	230(e)(3)	1:10
		230(f)(2)	8:28
		230(f)(3)	8:28
<b>46 U.S.C.A. App.</b>	<b>Sec.</b>	230(f)(4)	8:28
§ 741 et seq.	8:12	231	13:3
<b>47 U.S.C.A. Sec.</b>	<b>Sec.</b>	<b>50 U.S.C.A.</b>	<b>Sec.</b>
151	6:22	1701 to 1706	6:12
154(i)	6:22	2401 to 2420	6:12
223(h)	8:28	<b>50 App. U.S.C.A.</b>	<b>Sec.</b>
230	8:28	§ 2410	18:11
230(a)	8:28		

**UNITED STATES PUBLIC LAWS**

<b>Pub. L. No.</b>	<b>Sec.</b>	<b>Pub. L. No.</b>	<b>Sec.</b>
95-223	6:12	107-204 (2002)	6:10, 10:5
96-72	6:12	109-162	8:28
96-517 (Dec. 12, 1980)	3:1	109-312 (Oct. 6, 2006)	5:7
96-517 (1980)	22:36	109-455 (Dec. 22, 2006)	8:3
100-568 (1988)	2:6	111-5	6:7
103-465, § 101 (1994)	3:1	111-295, § 4(a)	2:1
104-191	6:5, 13:3	112-29 (2011)	3:1
106-113	3:24, 25:4	112-29, § 15	3:7
106-113 (2000)	25:4		

**CODE OF FEDERAL REGULATIONS**

<b>15 C.F.R. Sec.</b>	<b>Sec.</b>	<b>15 C.F.R. Sec.</b>	<b>Sec.</b>
730.5	6:13	734.2(b)(1)	6:13
730.6	6:12	734.2(b)(2)	6:13
732	6:12	734.3	6:16
732.2	6:15	734.3(a)	6:16
732.3	6:15	734.3(b)	6:16, 6:17
732.4	6:15	734.3(b)(2)	6:17
732.5	6:15	734.4	6:16
734	6:12	734.6	6:14

LAW AND BUSINESS OF COMPUTER SOFTWARE

**CODE OF FEDERAL REGULATIONS—Continued**

<b>15 C.F.R. Sec.</b>	<b>Sec.</b>	<b>37 C.F.R. Sec.</b>	<b>Sec.</b>
734.7	6:17	2.34	5:10
734.8	6:17	2.56	5:14
734.9	6:17	2.71 to 2.73	5:15
734.10	6:17	2.71	5:15
736.2(b)(3)	6:16	2.88	5:12
740	6:12	2.89(c)	5:12
740.9	6:19	2.101(b)	5:16
742	6:12	Part 3	3:38
744	6:12	3.26	3:38
768-799.2	18:11	3.41	3:38
772	6:12	119(e)	3:15
		201.2	2:29, 4:13
<b>16 C.F.R. Sec.</b>	<b>Sec.</b>	201.2(d)(2)	2:29, 4:13
Part 312	13:3	201.4(a)(2)	2:37
Part 313	13:3	201.4(c)	2:37
Part 314	13:3	201.4(c)(1)	2:37
318	6:7	201.20	2:10
700.1(b)	18:19	Part 202, Appx B	2:28
701 et seq.	18:19	202.3	2:26
701.3(a)(1)	18:19	202.3(b)(4)	2:28
701.3(a)(5)	18:19	202.19(c)(5)	2:28
701.3(a)(7)	18:19	202.19(e)	2:28
701.3(a)(8)	18:19	202.20(c)	2:24
701.3(a)(9)	18:19	202.20(c)(2)(vii)	2:29, 4:13
701.4	18:19	202.20(c)(2)(vii)(B)	2:28, 2:29, 4:13
702.3(a) to (b)	18:19	202.20(c)(2)(vii)(C)(1)	2:30
702.3(a)	18:19	202.20(c)(2)(vii)(C)(2)	2:30
2301(1)	18:19	202.20(d)	2:24
		Part 401	1:6
<b>22 C.F.R. Sec.</b>	<b>Sec.</b>	<b>45 C.F.R. Sec.</b>	<b>Sec.</b>
121	6:14	Part 64	6:7
121-130	18:11	Part 160	6:6, 6:7, 13:18
<b>26 C.F.R. Sec.</b>	<b>Sec.</b>	Part 162	6:6
31.3401(c)-1(b)	11:2, 12:3	162.900	6:5
		Part 164	6:6, 13:18
<b>37 C.F.R. Sec.</b>	<b>Sec.</b>	164.304	6:7
1.14	3:22	164.408	6:7
1.16(b)	3:15	164.502(a)(1)	6:6
1.53(b)(2)	3:15	164.502(a)(2)	6:6
1.56	3:26	164.514	13:18
1.96(a)(2)	3:22	164.514(b)(2)	6:7
1.96(b)	3:22	164.514(C)(3)(ii)(c)(4)	13:18
2.32(a)(5)	5:10	164.524	13:18

TABLE OF LAWS AND RULES

**CODE OF FEDERAL REGULATIONS—Continued**

<b>45 C.F.R. Sec.</b>	<b>Sec.</b>	<b>48 C.F.R. Sec.</b>	<b>Sec.</b>
164.526 .....	13:18	27.401 et seq. ....	2:12
164.528 .....	13:18	Part 227.....	17:6
164.530(f) .....	13:18	227.401 et seq. ....	2:12
<b>48 C.F.R. Sec.</b>	<b>Sec.</b>	252.227.....	2:12
12.212 .....	2:12		

**FEDERAL RULES OF CIVIL PROCEDURE**

<b>Rule</b>	<b>Sec.</b>	<b>Rule</b>	<b>Sec.</b>
16 .....	9:4, 9:5	30(d)(1).....	9:10
16(b).....	9:5	33.....	9:8
26 .....	9:4, 9:16, 27:3	34 .....	9:8, 9:12, 9:16
26(b)(1).....	9:13	34(b)(i) .....	9:11
26(b)(2)(C).....	9:10	37 .....	9:10
26(b)(3).....	27:9	45.....	9:9
26(b)(5)(B).....	9:7	56(e).....	9:15
26(f).....	9:5, 9:7		

**FEDERAL RULES OF EVIDENCE**

<b>Rule</b>	<b>Sec.</b>	<b>Rule</b>	<b>Sec.</b>
402 .....	3:22	502(c).....	27:7
501.....	9:13, 27:2, 27:7		

**U.S. RULES OF COURT OF FEDERAL CLAIMS**

<b>Rule</b>	<b>Sec.</b>
26(b)(3).....	9:13

**EXECUTIVE ORDER**

<b>No.</b>	<b>Sec.</b>
13026 (1996) .....	6:21

LAW AND BUSINESS OF COMPUTER SOFTWARE

**BUREAU OF INDUSTRY AND SECURITY (BIS)  
EXPORT ADMINISTRATION REGULATIONS**

<b>Sec.</b>	<b>Sec.</b>	<b>Sec.</b>	<b>Sec.</b>
Part 734.....	6:16	740.6 .....	6:19
Part 738.....	6:18	740.8 .....	6:19
Part 744.....	6:18	740.9(a)(2)(i).....	6:19
Part 746.....	6:18	740.9(c).....	6:19
Part 764.....	6:18	740.13 .....	6:12, 6:19
Part 774.....	6:16, 6:18	740.17 .....	6:12, 6:20
734.3 .....	6:17	742.15 .....	6:12
734.3(b)(3).....	6:19	742.15(b)(1) .....	6:19
736.2(b)(9).....	6:18	742.15(b)(2) .....	6:19
736.2(b)(10) .....	6:18	744.6 .....	6:18

**INTERNAL REVENUE SERVICE REVENUE  
RULINGS**

<b>Rev. Rul.</b>	<b>Sec.</b>	<b>Rev. Rul.</b>	<b>Sec.</b>
55-144 .....	11:2	70-309 .....	11:2
55-593 .....	11:2	70-309 .....	11:2
55-695 .....	11:2	70-572 .....	11:2
56-660 .....	11:2	70-630 .....	11:2
56-660 .....	11:2	71-524 .....	11:2
56-694 .....	11:2	71-524 .....	11:2
56-694 .....	11:2	73-591 .....	11:2
63-115 .....	11:2	74-389 .....	11:2
66-381 .....	11:2	75-41 .....	11:2
68-248 .....	11:2	87-41 .....	11:2
68-598 .....	11:2	87-41 .....	11:2

**FEDERAL REGISTER**

<b>53 Fed. Reg.</b>	<b>Sec.</b>	<b>61 Fed. Reg.</b>	<b>Sec.</b>
12817.....	2:30	7478-02.....	3:5
<b>54 Fed. Reg.</b>	<b>Sec.</b>	<b>67 Fed. Reg.</b>	<b>Sec.</b>
13173.....	2:30	20630-1.....	6:12
13175.....	2:30		
<b>61 Fed. Reg.</b>	<b>Sec.</b>	<b>71 Fed. Reg.</b>	<b>Sec.</b>
68572 to 68587 .....	6:21	68472 .....	22:16

TABLE OF LAWS AND RULES

**HOUSE OF REPRESENTATIVES BILLS**

No.	Sec.
958.....	13:13

**HOUSE REPORTS**

No.	Sec.	No.	Sec.
105-551 .....	22:15	1476.....	2:39
105-551 .....	22:15	1307.....	22:36

**SENATE BILLS**

No.	Sec.	No.	Sec.
1948.....	3:24	495.....	13:13
196.....	13:12		

**SENATE REPORTS**

Sec.	Sec.	Sec.	Sec.
100-505 .....	18:17	9151, 93 Cong. ....	18:19
105-190 .....	22:15		

**ALABAMA CODE**

Sec.	Sec.
6-50-60.....	18:12

**ARIZONA STATUTES**

Sec.	Sec.
44-7501 .....	13:12

LAW AND BUSINESS OF COMPUTER SOFTWARE

**ARKANSAS CODE ANNOTATED**

Sec.	Sec.
4-110-101 et seq.....	13:12

**CALIFORNIA BUSINESS AND PROFESSIONS CODE**

Sec.	Sec.	Sec.	Sec.
16750 .....	18:12	22947 to 22947.6 .....	13:4
22575 to 22578 .....	13:4		

**CALIFORNIA CIVIL CODE**

Sec.	Sec.	Sec.	Sec.
1790 .....	18:20	1798.82 .....	13:12
1791.1(c) .....	18:20	1798.83 to 1798.84 .....	13:4

**CALIFORNIA LABOR CODE**

Sec.	Sec.	Sec.	Sec.
2870 to 2871 .....	3:33	2871 .....	3:33
2870 .....	1:4, 1:7, 3:33		

**COLORADO REVISED STATUTES**

Sec.	Sec.
6-1-716 .....	13:12

**CONNECTICUT GENERAL STATUTES**

Sec.	Sec.	Sec.	Sec.
31-48d .....	13:4	36A-701(b) .....	13:12

TABLE OF LAWS AND RULES

**DELAWARE CODE**

<b>Del. Code Ann. Sec.</b>	<b>Sec.</b>	<b>6 Del. Code Ann. Sec.</b>	<b>Sec.</b>
19-7-705.....	13:4	12B-101 et seq. ....	13:12
805 .....	3:33	2001(4) .....	4:12

**DISTRICT OF COLUMBIA CODE**

<b>Sec.</b>	<b>Sec.</b>
28-4509 .....	18:12

**FLORIDA STATUTES**

<b>Sec.</b>	<b>Sec.</b>	<b>Sec.</b>	<b>Sec.</b>
817.416(b).....	17:3	817.5681 .....	13:12

**GEORGIA CODE**

<b>Sec.</b>	<b>Sec.</b>
10-1-910 et seq.....	13:12

**HAWAII REVISED STATUTES**

<b>Sec.</b>	<b>Sec.</b>	<b>Sec.</b>	<b>Sec.</b>
480.3 .....	18:12	487N-2 .....	13:12

**IDAHO CODE**

<b>Sec.</b>	<b>Sec.</b>
28-51-104 to 28-51-107.....	13:12

LAW AND BUSINESS OF COMPUTER SOFTWARE

**ILLINOIS COMPILED STATUTES**

<b>765 Ill. Comp. Stat.</b>	<b>Sec.</b>	<b>815 Ill. Comp. Stat.</b>	<b>Sec.</b>
1065/2(d) .....	4:3	530/1 et seq. ....	13:12

**INDIANA CODE**

<b>Sec.</b>	<b>Sec.</b>
24-4.9 .....	13:12

**IOWA CODE**

<b>Sec.</b>	<b>Sec.</b>
554D.125 .....	18:9

**KANSAS STATUTES**

<b>Sec.</b>	<b>Sec.</b>	<b>Sec.</b>	<b>Sec.</b>
50-161.....	18:12	50-7a01, 50-7a02.....	13:12

**LOUISIANA REVISED STATUTES ANNOTATED**

<b>Sec.</b>	<b>Sec.</b>
51:3071 et seq. ....	13:12

**MAINE REVISED STATUTES ANNOTATED**

<b>10 M.R.S.A. Sec.</b>	<b>Sec.</b>
1347 et seq. ....	13:12

**MARYLAND CODE, COMMERCIAL LAW (I, II)**

<b>Sec.</b>	<b>Sec.</b>
22-101 to 22-816 .....	18:9

TABLE OF LAWS AND RULES

**MICHIGAN COMPILED LAWS ANNOTATED**

<b>Sec.</b>	<b>Sec.</b>
325D.57 .....	18:12

**MICHIGAN STATUTES ANNOTATED**

<b>Sec.</b>	<b>Sec.</b>
181.78 .....	3:33

**MICHIGAN PUBLIC ACTS**

<b>P.A.</b>	<b>Sec.</b>
P.A. 566 .....	13:12

**MINNESOTA STATUTES**

<b>Sec.</b>	<b>Sec.</b>	<b>Sec.</b>	<b>Sec.</b>
80C.01 .....	17:3	325F.694 .....	8:2
181.78 .....	1:4	325M.01 to 325M.09 .....	13:4
325D.57 .....	18:12	609.891 .....	13:12
325E.61 .....	13:12		

**MISSISSIPPI CODE ANNOTATED**

<b>Sec.</b>	<b>Sec.</b>
75-21-9 .....	18:12

**MONTANA CODE**

<b>Sec.</b>	<b>Sec.</b>
30-14-1701 et seq.....	13:12

LAW AND BUSINESS OF COMPUTER SOFTWARE

**NEBRASKA REVISED STATUTES**

<b>Sec.</b>	<b>Sec.</b>
87-801 et seq. ....	13:12

**NEVADA REVISED STATUTES**

<b>Sec.</b>	<b>Sec.</b>	<b>Sec.</b>	<b>Sec.</b>
205.498. ....	13:4	603A.010 et seq. ....	13:12

**NEW HAMPSHIRE REVISED STATUTES**

<b>Sec.</b>	<b>Sec.</b>
359-C:19 et seq. ....	13:12

**NEW JERSEY STATUTES**

<b>Sec.</b>	<b>Sec.</b>
56:8-163. ....	13:12

**NORTH CAROLINA GENERAL STATUTES**

<b>Sec.</b>	<b>Sec.</b>	<b>Sec.</b>	<b>Sec.</b>
66-57.1 .....	3:33	75-65 .....	13:12
66-329 .....	18:9		

<http://www.pbookshop.com>

**NORTH DAKOTA CENTURY CODE**

<b>Sec.</b>	<b>Sec.</b>
51-30-01 et seq. ....	13:12

TABLE OF LAWS AND RULES

**OHIO REVISED CODE**

<b>Sec.</b>	<b>Sec.</b>	<b>Sec.</b>	<b>Sec.</b>
1347 et seq. ....	13:12	1349.19 .....	13:12

**OKLAHOMA STATUTES**

<b>Okla. Stat. Sec.</b>	<b>Sec.</b>	<b>74 Okla. Stat. Sec.</b>	<b>Sec.</b>
74-3113.1 .....	13:12	3113.1.....	13:14

**PENNSYLVANIA CONSOLIDATED STATUTES**

<b>73 Pa. Cons. Stat. Sec.</b>	<b>Sec.</b>
2303.....	13:12

**RHODE ISLAND GENERAL LAWS**

<b>Sec.</b>	<b>Sec.</b>
11-49.2-1 et seq. ....	13:12

**SOUTH DAKOTA CODIFIED LAWS**

<b>Sec.</b>	<b>Sec.</b>
37-1-33.....	18:12

**TENNESSEE CODE**

<b>Sec.</b>	<b>Sec.</b>
47-18-2107 .....	13:12

**TEXAS BUSINESS AND COMMERCE CODE  
ANNOTATED**

<b>Sec.</b>	<b>Sec.</b>
48.001 et seq. ....	13:12

LAW AND BUSINESS OF COMPUTER SOFTWARE

**UTAH CODE**

<b>Sec.</b>	<b>Sec.</b>	<b>Sec.</b>	<b>Sec.</b>
13-37-101.....	13:4	13-40-201.....	13:4
13-37-102.....	13:4	13-40-202.....	13:4
13-37-201.....	13:4	13-40-301.....	13:4
13-37-202.....	13:4	13-40-302.....	13:4
13-37-203.....	13:4	13-40-401.....	13:4
13-40-101.....	13:4	13-44-101 et seq.....	13:12
13-40-102.....	13:4		

**VERMONT STATUTES**

<b>9 Vt. Stat. Sec.</b>	<b>Sec.</b>
2430 et seq.....	13:12

**VIRGINIA CODE**

<b>Sec.</b>	<b>Sec.</b>	<b>Sec.</b>	<b>Sec.</b>
18.2-152.3:1 .....	8:2	59.1-501.1 to 59.1-509.2 .....	18:9

**WASHINGTON REVISED CODE**

<b>Sec.</b>	<b>Sec.</b>	<b>Sec.</b>	<b>Sec.</b>
19.255.010 .....	13:12	49.44.140 .....	3:33

**WEST VIRGINIA CODE**

<b>Sec.</b>	<b>Sec.</b>
55-8-15 .....	18:9

**WISCONSIN STATUTES**

<b>Sec.</b>	<b>Sec.</b>	<b>Sec.</b>	<b>Sec.</b>
133.18.....	18:12	895.507 .....	13:12

TABLE OF LAWS AND RULES

**MODEL RULES OF PROFESSIONAL CONDUCT**

<b>Sec.</b>	<b>Sec.</b>
1.6.....	27:1

**UNIFORM COMMERCIAL CODE**

<b>Sec.</b>	<b>Sec.</b>	<b>Sec.</b>	<b>Sec.</b>
Art. 2 .....	18:3, 20:9	2-315 .....	18:5
2-104(1) .....	18:5	2-316(2) .....	18:5
2-207 .....	18:25, 18:31	2-401 .....	22:38
2.207(1) .....	18:23	2-715(2)(a).....	18:6
2-207(b) .....	18:23	2-718 .....	19:8
2-312 .....	18:5	2-719 .....	17:6, 18:7
2-312(1)(b).....	18:4	2-719(1)(a).....	18:7
2-312(2) .....	18:5	2-719(1)(b).....	18:7
2-312(3) .....	18:5	2-719(2) .....	18:7
2-313(2)(a).....	18:4	2-719(3) .....	18:6
2-313(3) .....	18:4	Art. 9 .....	2:43, 20:9
2-314(1) .....	18:5	9-106 .....	2:43
2-314(2) .....	18:5	9-302(3)(a).....	2:43
2-314(3) .....	18:5		

**UNIFORM TRADE SECRETS ACT**

<b>Sec.</b>	<b>Sec.</b>
2.....	4:15

**RESTATEMENT THIRD, TORTS (PRODUCTS LIABILITY)**

<b>Sec.</b>	<b>Sec.</b>
19 .....	8:23

**RESTATEMENT THIRD, UNFAIR COMPETITION**

<b>Sec.</b>	<b>Sec.</b>
39 .....	4:2, 4:3

LAW AND BUSINESS OF COMPUTER SOFTWARE

**RESTATEMENT SECOND, AGENCY**

Sec.	Sec.
228 .....	2:34

**RESTATEMENT SECOND, CONTRACTS**

Sec.	Sec.	Sec.	Sec.
69(1)(a).....	18:22	356 .....	10:4
339 .....	10:4		

**RESTATEMENT SECOND, TORTS**

Sec.	Sec.	Sec.	Sec.
311 .....	8:6	552 .....	8:6
402A .....	8:4, 8:15	876 .....	8:5

**RESTATEMENT FIRST, TORTS**

Sec.	Sec.	Sec.	Sec.
402A.....	8:4	757(a).....	4:8
757 .....	4:1, 4:2, 4:5, 4:7, 4:10		

## Table of Cases

---

### A

- A-Z Servicer, Inc. v. Segall, 334 Mass. 672, 138 N.E.2d 266 (1956)—10:4
- A&M Records, Inc. v. Napster, Inc., 239 F.3d 1004 (9th Cir. 2001)—2:13, 22:19, 22:26
- A & M Records, Inc. v. Napster, Inc., 114 F. Supp. 2d 896 (N.D. Cal. 2000)—22:35
- A&M Records, Inc. v. Napster, Inc., 54 U.S.P.Q.2d 1746, 2000 WL 573136 (N.D. Cal. 2000)—22:29
- Abamar Housing and Development, Inc. v. Lisa Daly Lady Decor, Inc., 698 So. 2d 276 (Fla. 3d DCA 1997)—9:13
- A.B.C. Carpet Co., Inc. v. Naeini, 2002 WL 100604 (E.D. N.Y. 2002)—23:11
- Abdul-Jabbar v. General Motors Corp., 85 F.3d 407 (9th Cir. 1996)—5:18
- Abele, In re, 684 F.2d 902 (C.C.P.A. 1982)—3:4
- ABKCO Music, Inc. v. Stellar Records, Inc., 96 F.3d 60 (2d Cir. 1996)—22:42
- Abraham v. Alpha Chi Omega, 708 F.3d 614 (5th Cir. 2013)—23:7
- ACS Hosp. Systems, Inc. v. Montefiore Hosp., 732 F.2d 1572 (Fed. Cir. 1984)—3:11
- Acuff-Rose Music, Inc. v. Campbell, 754 F. Supp. 1150 (M.D. Tenn. 1991)—22:35
- Adkison Corp. v. American Bldg. Co., 107 Idaho 406, 690 P.2d 341, 39 U.C.C. Rep. Serv. 98 (1984)—18:10
- Adobe Systems, Inc. v. Brenengen, 928 F. Supp. 616 (E.D. N.C. 1996)—2:21
- Adobe Systems Inc. v. One Stop Micro, Inc., 84 F. Supp. 2d 1086 (N.D. Cal. 2000)—2:21, 18:3
- Adobe Systems, Inc. v. Stargate Software Inc., 216 F. Supp. 2d 1051, 48 U.C.C. Rep. Serv. 2d 489 (N.D. Cal. 2002)—2:21, 18:3
- Adolph Gottscho, Inc. v. American Marking Corp., 35 N.J. Super. 333, 114 A.2d 19 (Ch. Div. 1954)—4:17
- Advanced Computer Services of Michigan, Inc. v. MAI Systems Corp., 845 F. Supp. 356 (E.D. Va. 1994)—22:37
- Advent Systems Ltd. v. Unisys Corp., 925 F.2d 670, 13 U.C.C. Rep. Serv. 2d 669 (3d Cir. 1991)—18:3, 20:9
- AEG Acquisition Corp., In re, 127 B.R. 34, 14 U.C.C. Rep. Serv. 2d 876 (Bankr. C.D. Cal. 1991)—2:43
- Aerospace Services Intern. v. LPA Group, Inc., 57 F.3d 1002 (11th Cir. 1995)—2:23
- Aetna Cas. and Sur. Co. v. Jeppesen & Co., 642 F.2d 339, 31 Fed. R. Serv. 2d 811 (9th Cir. 1981)—8:7, 8:8
- Aetna Cas. & Sur. Co. v. Jeppe-

LAW AND BUSINESS OF COMPUTER SOFTWARE

- sen & Co., 440 F. Supp. 394 (D. Nev. 1977)—8:8
- Aetna Cas. & Surety Co. v. Certain Underwriters, 56 Cal. App. 3d 791, 129 Cal. Rptr. 47 (2d Dist. 1976)—8:10
- A. H. Emery Co. v. Marcan Products Corp., 268 F. Supp. 289, 11 Fed. R. Serv. 2d 371 (S.D. N.Y. 1967)—4:17
- Aimster Copyright Litigation, In re, 334 F.3d 643 (7th Cir. 2003)—22:26, 22:29
- Airframe Systems, Inc. v. L-3 Communications Corp., 658 F.3d 100 (1st Cir. 2011)—2:41
- Aitken, Hazen, Hoffman, Miller, P. C. v. Empire Const. Co., 542 F. Supp. 252 (D. Neb. 1982)—2:39
- Al-Site Corp. v. VSI Intern., Inc., 174 F.3d 1308 (Fed. Cir. 1999)—24:11, 24:19
- Alappat, In re, 33 F.3d 1526 (Fed. Cir. 1994)—3:4
- Alcazar v. Hayes, 982 S.W.2d 845 (Tenn. 1998)—15:48
- Alitalia-Linee Aeree Italiane S.p.A. v. Casinoalitalia.Com, 128 F. Supp. 2d 340 (E.D. Va. 2001)—25:5
- Allnutt v. U.S., 498 F. Supp. 832 (W.D. Mo. 1980)—8:12
- Allstate Ins. Co. v. Worthington, 46 F.3d 1005 (10th Cir. 1995)—16:2
- Alltech Plastics, Inc., In re, 71 B.R. 686 (Bankr. W.D. Tenn. 1987)—18:16
- Alm v. Van Nostrand Reinhold Co., Inc., 134 Ill. App. 3d 716, 89 Ill. Dec. 520, 480 N.E.2d 1263 (1st Dist. 1985)—8:14
- Aloe Coal Co. v. Clark Equipment Co., 816 F.2d 110, 25 Fed. R. Evid. Serv. 441, 3 U.C.C. Rep. Serv. 2d 966 (3d Cir. 1987)—18:10
- Already, LLC v. Nike, Inc., 133 S. Ct. 721, 184 L. Ed. 2d 553 (2013)—5:6, 23:7
- ALS Scan, Inc. v. Digital Service Consultants, Inc., 293 F.3d 707, 52 Fed. R. Serv. 3d 1121 (4th Cir. 2002)—26:7
- v. RemarQ Communities, Inc., 239 F.3d 619, 179 A.L.R. Fed. 675 (4th Cir. 2001)—22:24, 22:32
- Amazon.com, Inc. v. Barnesandnoble.com, Inc., 233 F.3d 1343 (Fed. Cir. 2001)—3:2, 24:19
- v. Barnesandnoble.com, Inc., 73 F. Supp. 2d 1228 (W.D. Wash. 1999)—3:2
- American Can Co. v. Man-sukhani, 742 F.2d 314, 39 Fed. R. Serv. 2d 877 (7th Cir. 1984)—4:17
- American Civil Liberties Union v. Gonzales, 478 F. Supp. 2d 775 (E.D. Pa. 2007)—13:3
- American Hoist & Derrick Co. v. Sowa & Sons, Inc., 725 F.2d 1350 (Fed. Cir. 1984)—24:16
- American Home Assur. Co. v. International Ins. Co., 90 N.Y.2d 433, 661 N.Y.S.2d 584, 684 N.E.2d 14 (1997)—15:48
- American Legacy Foundation v. Lorollard Tobacco Co., 2004 WL 2521289 (Del. Ch. 2004)—27:6
- American Republic Ins. Co. v.

TABLE OF CASES

- Union Fidelity Life Ins. Co., 295 F. Supp. 553 (D. Or. 1968)—4:17
- American Standard Inc. v. Pfizer Inc., 828 F.2d 734 (Fed. Cir. 1987)—27:2
- America Online, Inc. v. AT & T Corp., 243 F.3d 812, 56 Fed. R. Evid. Serv. 738 (4th Cir. 2001)—5:3
- Ameritech, Inc. v. American Information Technologies Corp., 811 F.2d 960 (6th Cir. 1987)—23:6
- AMF Inc. v. Sleekcraft Boats, 599 F.2d 341 (9th Cir. 1979)—5:6
- Amgen Inc. v. Hoechst Marion Roussel, Inc., 190 F.R.D. 287, 45 Fed. R. Serv. 3d 1095 (D. Mass. 2000)—9:13
- Amoco Production Co. v. Village of Gambell, AK, 480 U.S. 531, 107 S. Ct. 1396, 94 L. Ed. 2d 542 (1987)—22:42
- v. Lindley, 1980 OK 6, 609 P.2d 733 (Okla. 1980)—4:2
- Amsan, LLC v. Prophet 21, Inc., 45 U.C.C. Rep. Serv. 2d 1089 (E.D. Pa. 2001)—18:7
- Andrien v. Southern Ocean County Chamber of Commerce, 927 F.2d 132 (3d Cir. 1991)—22:13
- Antle, Application of, 444 F.2d 1168 (C.C.P.A. 1971)—3:11
- Anvik Corp. v. Nikon Precision, Inc., 2013 WL 1165292 (Fed. Cir. 2013)—3:7
- Apple Barrel Productions, Inc. v. Beard, 730 F.2d 384 (5th Cir. 1984)—2:23
- Apple Computer, Inc. v. Formula Intern., Inc., 594 F. Supp. 617 (C.D. Cal. 1984)—22:36
- v. Franklin Computer Corp., 714 F.2d 1240, 70 A.L.R. Fed. 153 (3d Cir. 1983)—2:29, 4:13, 22:4
- v. Microsoft Corp., 35 F.3d 1435 (9th Cir. 1994)—22:14
- v. Microsoft Corp., 759 F. Supp. 1444 (N.D. Cal. 1991)—2:31
- Applied Innovations, Inc. v. Regents of the University of Minnesota, 876 F.2d 626, 54 Ed. Law Rep. 146 (8th Cir. 1989)—2:35
- Arizona Cartridge Remanufacturers Ass'n Inc. v. Lexmark Intern., Inc., 290 F. Supp. 2d 1034 (N.D. Cal. 2003)—18:20
- Arizona Retail Systems, Inc. v. Software Link, Inc., 831 F. Supp. 759, 22 U.C.C. Rep. Serv. 2d 70 (D. Ariz. 1993)—18:23
- Arnold v. Microsoft Corp., 2002-1 Trade Cas. (CCH) ¶ 73598, 2001 WL 1835377 (Ky. Ct. App. 2001)—18:12, 18:20
- Aro Mfg. Co. v. Convertible Top Replacement Co., 365 U.S. 336, 81 S. Ct. 599, 5 L. Ed. 2d 592 (1961)—24:5
- Aronson v. Quick Point Pencil Co., 440 U.S. 257, 99 S. Ct. 1096, 59 L. Ed. 2d 296 (1979)—4:11
- Arrhythmia Research Technology, Inc. v. Corazonix Corp., 958 F.2d 1053 (Fed. Cir. 1992)—3:4
- Arthur Andersen LLP v. U.S., 544 U.S. 696, 125 S. Ct. 2129, 161 L. Ed. 2d 1008 (2005)—6:10, 6:11, 9:18
- Arthur Rutenberg Homes, Inc.

LAW AND BUSINESS OF COMPUTER SOFTWARE

- v. Drew Homes, Inc., 29 F.3d 1529 (11th Cir. 1994)—2:37
- Arthur Young & Co. v. City of Richmond, 895 F.2d 967, 15 Fed. R. Serv. 3d 768 (4th Cir. 1990)—22:7
- Articulate Systems, Inc. v. Apple Computer, Inc., 53 F. Supp. 2d 62 (D. Mass. 1999)—3:17
- Ashcroft v. American Civil Liberties Union, 542 U.S. 656, 124 S. Ct. 2783, 159 L. Ed. 2d 690 (2004)—13:3
- Ashland Oil, Inc. v. Delta Resins & Refractories, Inc., 776 F.2d 281 (Fed. Cir. 1985)—3:13
- Ashton-Tate Corp. v. Fox Software, Inc., 760 F. Supp. 831 (C.D. Cal. 1990)—2:31
- v. Ross, 916 F.2d 516 (9th Cir. 1990)—22:13
- v. Ross, 728 F. Supp. 597 (N.D. Cal. 1989)—2:39
- Ask Technologies, Inc. v. Cable-scope, Inc., 51 U.C.C. Rep. Serv. 2d 1028 (S.D. N.Y. 2003)—18:3
- Assessment Technologies of WI, LLC v. WIREdata, Inc., 350 F.3d 640 (7th Cir. 2003)—2:16
- AT&T Corp. v. Excel Communications, Inc., 172 F.3d 1352 (Fed. Cir. 1999)—3:2
- AT & T Corp. v. Excel Communications, Inc., 52 U.S.P.Q.2d 1865, 1999 WL 1050064 (D. Del. 1999)—3:2
- Atari Games Corp. v. Nintendo of America, Inc., 1993 Copr. L. Dec. P 27114, 1993 WL 207548 (N.D. Cal. 1993)—22:15
- v. Nintendo of America, Inc., 30 U.S.P.Q.2d 1401, 1993 WL 214886 (N.D. Cal. 1993)—2:16
- v. Nintendo of America Inc., 975 F.2d 832 (Fed. Cir. 1992)—2:16, 22:8
- v. Nintendo of America Inc., 18 U.S.P.Q.2d 1935, 1991 WL 57304 (N.D. Cal. 1991)—2:29, 4:13
- v. Oman, 979 F.2d 242 (D.C. Cir. 1992)—2:30
- ATC Distribution Group, Inc. v. Whatever It Takes Transmissions & Parts, Inc., 402 F.3d 700, 2005 FED App. 0149P (6th Cir. 2005)—4:4
- Athletic Alternatives, Inc. v. Prince Mfg., Inc., 73 F.3d 1573 (Fed. Cir. 1996)—24:6
- Atlantic Recording Corp. v. Howell, 554 F. Supp. 2d 976 (D. Ariz. 2008)—22:19
- Atlas Brick Co. v. North, 2 S.W.2d 980 (Tex. Civ. App. El Paso 1928)—3:32
- Atronic Intern., GMBH v. SAI Semispecialists of America, Inc., 232 F.R.D. 160 (E.D. N.Y. 2005)—9:13
- Attorney-Client Privilege to Electronic Documents, Application of, 26 A.L.R.6th 287—27:8
- Australian Gold, Inc. v. Hatfield, 436 F.3d 1228 (10th Cir. 2006)—4:4, 5:17
- Automotive Refinishing Paint Antitrust Litigation, In re, 2002-2 Trade Cas. (CCH) ¶ 73793, 2002 WL 31261330 (E.D. Pa. 2002)—26:5
- Autoskill, Inc. v. National Educational Support Systems Inc., 793 F. Supp. 1557 (D.N.M. 1992)—2:31

TABLE OF CASES

- AutoZone, Inc. v. Strick, 543 F.3d 923 (7th Cir. 2008)—23:7
- Avery Dennison Corp. v. Sump-ton, 189 F.3d 868 (9th Cir. 1999)—5:7, 25:3
- Avtec Systems, Inc. v. Peiffer, 1995 Copr. L. Dec. P 27360, 1994 WL 791188 (E.D. Va. 1994)—2:34, 2:39, 2:42
- v. Peiffer, 21 F.3d 568 (4th Cir. 1994)—2:42, 4:6, 4:11
- v. Peiffer, 805 F. Supp. 1312 (E.D. Va. 1992)—2:39
- Aymes v. Bonelli, 47 F.3d 23 (2d Cir. 1995)—22:38
- v. Bonelli, 980 F.2d 857 (2d Cir. 1992)—2:33
- B**
- Baird v. U.S., 653 F.2d 437 (10th Cir. 1981)—8:12
- Baker v. Arbor Drugs, Inc., 215 Mich. App. 198, 544 N.W.2d 727 (1996)—8:19
- v. Selden, 101 U.S. 99, 25 L. Ed. 841, 1879 WL 16639 (1879)—22:11
- Baldrige v. Shapiro, 455 U.S. 345, 102 S. Ct. 1103, 71 L. Ed. 2d 199, 10 Fed. R. Evid. Serv. 1, 33 Fed. R. Serv. 2d 835 (1982)—9:13
- Bancorp Services, L.L.C. v. Sun Life Assur. Co. of Canada (U.S.), 687 F.3d 1266 (Fed. Cir. 2012)—3:5
- Barcelona.com, Inc. v. Excelen-tísimo Ayuntamiento de Barcelona, 189 F. Supp. 2d 367 (E.D. Va. 2002)—23:11
- Barden v. Harpercollins Pub-lishers, Inc., 863 F. Supp. 41 (D. Mass. 1994)—8:18
- Barefoot Architect, Inc. v. Bunge, 54 V.I. 948, 632 F.3d 822 (3d Cir. 2011)—2:37
- Barna v. U.S., 89 F. Supp. 2d 983 (N.D. Ill. 1999)—8:12
- Barrett v. Rosenthal, 40 Cal. 4th 33, 51 Cal. Rptr. 3d 55, 146 P.3d 510 (2006)—8:30
- Barrie v. Intervoice-Brite, Inc., 409 F.3d 653 (5th Cir. 2005)—10:6
- v. Intervoice-Brite, Inc., 397 F.3d 249, 60 Fed. R. Serv. 3d 811 (5th Cir. 2005)—10:6
- Bassett v. Mashantucket Pequot Tribe, 204 F.3d 343, 46 Fed. R. Serv. 3d 375 (2d Cir. 2000)—22:7
- Bateman v. Mnemonics, Inc., 79 F.3d 1522 (11th Cir. 1996)—22:8
- Batzel v. Smith, 333 F.3d 1018 (9th Cir. 2003)—8:30
- Bausch & Lomb, Inc. v. Barnes-Blind/Hydrocurve, Inc., 796 F.2d 443 (Fed. Cir. 1986)—3:11
- Beacon Looms, Inc. v. S. Lich-tenberg & Co., Inc., 552 F. Supp. 1305 (S.D. N.Y. 1982)—2:11
- Beasock v. Dioguardi Enter-prises, Inc., 130 Misc. 2d 25, 494 N.Y.S.2d 974 (Sup 1985)—8:21
- Beauregard, In re, 53 F.3d 1583 (Fed. Cir. 1995)—3:5
- Bell Atlantic Corp. v. Twombly, 550 U.S. 544, 127 S. Ct. 1955, 167 L. Ed. 2d 929, 68 Fed. R. Serv. 3d 661 (2007)—24:2
- BellSouth Advertising & Pub. Corp. v. Donnelley Informa-tion Pub., Inc., 999 F.2d 1436 (11th Cir. 1993)—2:16
- Bendix Aviation Corp. v. Kury, 88 F. Supp. 243 (E.D. N.Y. 1950)—3:35

LAW AND BUSINESS OF COMPUTER SOFTWARE

- Ben Ezra, Weinstein, and Company, Inc. v. America Online Inc., 206 F.3d 980, 46 Fed. R. Serv. 3d 35 (10th Cir. 2000)—8:29
- Benson, Application of, 441 F.2d 682 (C.C.P.A. 1971)—3:4
- Bensusan Restaurant Corp. v. King, 126 F.3d 25 (2d Cir. 1997)—26:5
- v. King, 937 F. Supp. 295 (S.D. N.Y. 1996)—26:5
- Berghausen v. Microsoft Corp., 765 N.E.2d 592 (Ind. Ct. App. 2002)—18:12
- Berkla v. Corel Corp., 66 F. Supp. 2d 1129 (E.D. Cal. 1999)—22:3
- Berni v. International Gourmet Restaurants of America, Inc., 838 F.2d 642 (2d Cir. 1988)—1:7
- Bernstein v. U.S. Dept. of State, 945 F. Supp. 1279 (N.D. Cal. 1996)—6:20
- Bespaq Corp. v. Haoshen Trading Co., 2005 WL 14841 (N.D. Cal. 2005)—2:41
- Bethlehem Steel Corp. v. Chicago Eastern Corp., 863 F.2d 508, 27 Fed. R. Evid. Serv. 557, 7 U.C.C. Rep. Serv. 2d 399 (7th Cir. 1988)—18:10
- Bible & Gospel Trust v. Wyman, 354 F. Supp. 2d 1025 (D. Minn. 2005)—26:8
- Bihari v. Gross, 119 F. Supp. 2d 309 (S.D. N.Y. 2000)—5:17, 23:3, 25:9
- Bilski v. Kappos, 130 S. Ct. 3218, 177 L. Ed. 2d 792 (2010)—3:5
- Bilski, In re, 545 F.3d 943 (Fed. Cir. 2008)—3:5
- Bird v. Parsons, 289 F.3d 865, 2002 FED App. 0177P (6th Cir. 2002)—23:4
- v. Parsons, 127 F. Supp. 2d 885 (S.D. Ohio 2000)—5:7
- Birmingham v. Fodor's Travel Publications, Inc., 73 Haw. 359, 833 P.2d 70 (1992)—8:6, 8:18
- Bishop v. Wick, 11 U.S.P.Q.2d 1360, 1988 WL 166652 (N.D. Ill. 1988)—2:27
- Blatt v. Muse Technologies, Inc., Fed. Sec. L. Rep. (CCH) P 92004, 2002 WL 31107537 (D. Mass. 2002)—10:6
- Block v. U.S., 66 Fed. Cl. 68 (2005)—4:12
- Blonder-Tongue Laboratories, Inc. v. University of Illinois Foundation, 402 U.S. 313, 91 S. Ct. 1434, 28 L. Ed. 2d 788 (1971)—24:16
- Blue Nile, Inc. v. Ice.com, Inc., 478 F. Supp. 2d 1240 (W.D. Wash. 2007)—1:18
- Blumenthal v. Drudge, 992 F. Supp. 44 (D.D.C. 1998)—1:10, 8:29, 26:6
- Board Of Regents of University Of Wisconsin System v. Phoenix Intern. Software, Inc., 653 F.3d 448, 272 Ed. Law Rep. 79 (7th Cir. 2011)—23:7
- Board of Supervisors for Louisiana State University Agricultural and Mechanical College v. Smack Apparel Co., 550 F.3d 465, 239 Ed. Law Rep. 874 (5th Cir. 2008)—23:7
- Board of Trustees of Leland Stanford Junior University v. Roche Molecular Systems, Inc., 131 S. Ct. 2188, 180 L. Ed. 2d 1, 68 A.L.R. Fed. 2d 617 (2011)—3:28

TABLE OF CASES

- Bobbs-Merrill Co. v. Straus, 210 U.S. 339, 28 S. Ct. 722, 52 L. Ed. 1086 (1908)—2:17
- Bonito Boats, Inc. v. Thunder Craft Boats, Inc., 489 U.S. 141, 109 S. Ct. 971, 103 L. Ed. 2d 118 (1989)—3:3, 22:11
- Bouchat v. Baltimore Ravens Ltd. Partnership, 619 F.3d 301 (4th Cir. 2010)—22:35
- Boulevard Entertainment, Inc., In re, 334 F.3d 1336 (Fed. Cir. 2003)—5:3
- Bowers v. Baystate Technologies, Inc., 320 F.3d 1317 (Fed. Cir. 2003)—15:10
- Boyd Power-Brake Co. v. Westinghouse, 170 U.S. 537, 18 S. Ct. 707, 42 L. Ed. 1136 (1898)—24:12
- Brandenburg v. Ohio, 395 U.S. 444, 89 S. Ct. 1827, 23 L. Ed. 2d 430 (1969)—8:24
- Brayton Purcell LLP v. Recordon & Recordon, 361 F. Supp. 2d 1135 (N.D. Cal. 2005)—26:4
- Bridgmon v. Array Systems Corp., 325 F.3d 572 (5th Cir. 2003)—22:3
- Brocklesby v. U.S., 767 F.2d 1288 (9th Cir. 1985)—8:7, 8:9
- Brookfield Communications, Inc. v. West Coast Entertainment Corp., 174 F.3d 1036 (9th Cir. 1999)—5:17, 23:3
- Brooktree Corp. v. Advanced Micro Devices, Inc., 977 F.2d 1555 (Fed. Cir. 1992)—2:29, 22:4
- Brower v. Gateway 2000, Inc., 246 A.D.2d 246, 676 N.Y.S.2d 569, 37 U.C.C. Rep. Serv. 2d 54 (1st Dep't 1998)—18:30
- Bubble Up Delaware, Inc., In re, 684 F.2d 1259 (9th Cir. 1982)—10:4
- Bucklew v. Hawkins, Ash, Baptie & Co., LLP., 329 F.3d 923 (7th Cir. 2003)—22:13, 22:14
- Burcham v. Expedia, Inc., 2009 WL 586513 (E.D. Mo. 2009)—18:22
- Burger King Corp. v. Rudzewicz, 471 U.S. 462, 105 S. Ct. 2174, 85 L. Ed. 2d 528 (1985)—26:2
- Burne Hogarth, Estate of v. Edgar Rice Burroughs, Inc., 342 F.3d 149 (2d Cir. 2003)—2:33
- Burroughs Corp. v. Chesapeake Petroleum & Supply Co., Inc., 282 Md. 406, 384 A.2d 734 (1978)—15:38
- Burroughs Wellcome Co. v. Barr Laboratories, Inc., 40 F.3d 1223 (Fed. Cir. 1994)—3:35
- Buying For The Home, LLC v. Humble Abode, LLC, 459 F. Supp. 2d 310 (D.N.J. 2006)—5:17, 23:3

C

- Cable Elec. Products, Inc. v. Genmark, Inc., 770 F.2d 1015 (Fed. Cir. 1985)—3:4, 3:13
- Cable News Network, LP, LLLP v. CNNNews.com, 56 Fed. Appx. 599 (4th Cir. 2003)—25:8
- Cable News Network L.P., L.L.L.P. v. CNNNews.com, 177 F. Supp. 2d 506 (E.D. Va. 2001)—25:7, 25:8
- Cadence Design Systems, Inc.

LAW AND BUSINESS OF COMPUTER SOFTWARE

- v. Avant! Corp., 125 F.3d 824 (9th Cir. 1997)—22:8
- Caesars World, Inc. v. Caesars-Palace.Com, 112 F. Supp. 2d 502 (E.D. Va. 2000)—25:5
- Calder v. Jones, 465 U.S. 783, 104 S. Ct. 1482, 79 L. Ed. 2d 804 (1984)—26:4
- California v. ARC America Corp., 490 U.S. 93, 109 S. Ct. 1661, 104 L. Ed. 2d 86 (1989)—18:12
- California Eastern Laboratories, Inc. v. Gould, 896 F.2d 400 (9th Cir. 1990)—3:34
- Campbell v. Acuff-Rose Music, Inc., 510 U.S. 569, 114 S. Ct. 1164, 127 L. Ed. 2d 500 (1994)—22:35
- v. Gerrans, 592 F.2d 1054, 27 Fed. R. Serv. 2d 407 (9th Cir. 1979)—9:13
- Canada v. Allstate Ins. Co., 411 F.2d 517 (5th Cir. 1969)—20:9
- Canopy Corp. v. Symantec Corp., 395 F. Supp. 2d 1103 (D. Utah 2005)—16:9
- Capitol Records, Inc. v. Wings Digital Corp., 218 F. Supp. 2d 280 (E.D. N.Y. 2002)—2:23
- Capitol Records, LLC v. ReDigi Inc., 106 U.S.P.Q.2d 1449, 2013 WL 1286134 (S.D. N.Y. 2013)—2:18
- Carafano v. Metrosplash.com, Inc., 339 F.3d 1119 (9th Cir. 2003)—8:30
- v. Metrosplash.com Inc., 207 F. Supp. 2d 1055 (C.D. Cal. 2002)—8:30
- Carbice Corporation of America v. American Patents Development Corporation, 283 U.S. 27, 51 S. Ct. 334, 75 L. Ed. 819 (1931)—24:18, 24:19
- Cardozo v. True, 342 So. 2d 1053, 21 U.C.C. Rep. Serv. 69 (Fla. 2d DCA 1977)—8:11, 8:15
- Cardservice Intern., Inc. v. McGee, 950 F. Supp. 737 (E.D. Va. 1997)—5:5, 23:7
- Cardtoons, L.C. v. Major League Baseball Players Ass'n, 208 F.3d 885 (10th Cir. 2000)—4:16
- Carefirst of Maryland, Inc. v. Carefirst Pregnancy Centers, Inc., 334 F.3d 390, 56 Fed. R. Serv. 3d 361 (4th Cir. 2003)—26:7
- Carter v. Rand McNally & Co., No. 76-1864-F, slip op. (D. Mass. Sept. 4, 1980)—8:11
- Cartoon Network LP, LLLP v. CSC Holdings, Inc., 536 F.3d 121 (2d Cir. 2008)—22:5, 22:35
- Caspi v. Microsoft Network, L.L.C., 323 N.J. Super. 118, 732 A.2d 528 (App. Div. 1999)—18:30
- Castle Rock Entertainment, Inc. v. Carol Pub. Group, Inc., 150 F.3d 132 (2d Cir. 1998)—2:18, 2:41
- Caudill Seed and Warehouse Co., Inc. v. Prophet 21, Inc., 123 F. Supp. 2d 826, 43 U.C.C. Rep. Serv. 2d 1 (E.D. Pa. 2000)—18:4, 18:7
- Cavalier v. Random House, Inc., 297 F.3d 815 (9th Cir. 2002)—2:41
- CCC Information Services, Inc. v. Maclean Hunter Market Reports, Inc., 44 F.3d 61 (2d Cir. 1994)—2:16
- Celeritas Technologies, Ltd. v.

TABLE OF CASES

- Rockwell Intern. Corp., 150 F.3d 1354 (Fed. Cir. 1998)—24:16
- Central Bit Supply, Inc. v. Wal-drop Drilling & Pump, Inc., 102 Nev. 139, 717 P.2d 35, 1 U.C.C. Rep. Serv. 2d 118 (1986)—18:10
- Central Point Software, Inc. v. Global Software & Accessories, Inc., 880 F. Supp. 957, 27 U.C.C. Rep. Serv. 2d 842 (E.D. N.Y. 1995)—2:21
- v. Nugent, 903 F. Supp. 1057 (E.D. Tex. 1995)—2:27, 22:42
- Century 21 Real Estate Corp. v. Lendingtree, Inc., 425 F.3d 211 (3d Cir. 2005)—5:18
- CFLC, Inc., In re, 174 B.R. 119 (N.D. Cal. 1994)—18:16
- Chamberlain Group, Inc. v. Skylink Technologies, Inc., 381 F.3d 1178 (Fed. Cir. 2004)—22:15
- Chambers v. NASCO, Inc., 501 U.S. 32, 111 S. Ct. 2123, 115 L. Ed. 2d 27, 19 Fed. R. Serv. 3d 817 (1991)—9:14
- v. Time Warner, Inc., 282 F.3d 147, 51 Fed. R. Serv. 3d 1229 (2d Cir. 2002)—5:18
- Charles E. Hill & Associates, Inc. v. Compuserve, Inc., 65 F. Supp. 2d 924 (S.D. Ind. 1999)—3:2
- Charles Garnier, Paris v. Andin Intern., Inc., 844 F. Supp. 89 (D.R.I. 1994)—2:11
- Chatam Intern., Inc. v. Bodum, Inc., 157 F. Supp. 2d 549, 183 A.L.R. Fed. 799 (E.D. Pa. 2001)—23:11
- Chatlos Systems, Inc. v. National Cash Register Corp., 479 F. Supp. 738, 27 U.C.C. Rep. Serv. 647 (D.N.J. 1979)—18:3, 18:7
- Chevron Chemical Co. v. Costle, 641 F.2d 104 (3d Cir. 1981)—4:9
- Chicago Bd. of Educ. v. Substance, Inc., 354 F.3d 624, 184 Ed. Law Rep. 112 (7th Cir. 2003)—2:23
- Chicago Lock Co. v. Fanberg, 676 F.2d 400 (9th Cir. 1982)—4:2, 4:10
- Childress v. Taylor, 945 F.2d 500 (2d Cir. 1991)—2:39
- Chiuminatta Concrete Concepts, Inc. v. Cardinal Industries, Inc., 145 F.3d 1305 (Fed. Cir. 1998)—24:11, 24:14
- Christian Louboutin S.A. v. Yves Saint Laurent America Holding, Inc., 709 F.3d 140 (2d Cir. 2013)—23:7
- Christianson v. Colt Industries Operating Corp., 486 U.S. 800, 108 S. Ct. 2166, 100 L. Ed. 2d 811, 11 Fed. R. Serv. 3d 452 (1988)—24:1
- Chrysler Motors Corp. v. Auto Body Panels of Ohio, Inc., 908 F.2d 951 (Fed. Cir. 1990)—24:19
- City Bank and Trust Co. v. Otto Fabric, Inc., 83 B.R. 780, 5 U.C.C. Rep. Serv. 2d 1459 (D. Kan. 1988)—3:39
- CIVIX-DDI, LLC v. Microsoft Corp., 84 F. Supp. 2d 1132 (D. Colo. 2000)—3:2
- Clayton X-Ray Co. v. Professional Systems Corp., 812 S.W.2d 565 (Mo. Ct. App. W.D. 1991)—15:22
- Clever Covers, Inc. v. Southwest

LAW AND BUSINESS OF COMPUTER SOFTWARE

- Florida Storm Defense, LLC, 554 F. Supp. 2d 1303 (M.D. Fla. 2008)—2:41
- CLS Bank Intern. v. Alice Corp. Pty. Ltd., 106 U.S.P.Q.2d 1696, 2013 WL 1920941 (Fed. Cir. 2013)—3:5
- CMAX/Cleveland, Inc. v. UCR, Inc., 804 F. Supp. 337 (M.D. Ga. 1992)—2:39, 22:36
- Coca-Cola Co. v. Snow Crest Beverages, 64 F. Supp. 980 (D. Mass. 1946)—23:8
- Cohen v. Southbridge Park, Inc., 369 N.J. Super. 156, 848 A.2d 781 (App. Div. 2004)—16:8
- Cole v. Control Data Corp., 947 F.2d 313 (8th Cir. 1991)—2:34
- v. Kimberly-Clark Corp., 102 F.3d 524 (Fed. Cir. 1996)—24:11
- COLEMAN (PARENT) HOLDINGS, INC., Plaintiff, v. MORGAN STANLEY & CO., INC., Defendant., 2005 WL 4947328 (Fla. Cir. Ct. 2005)—9:14
- Colliers Lanard & Axilbund v. Lloyds of London, 458 F.3d 231 (3d Cir. 2006)—16:2
- Colonial Park Country Club v. Joan of Arc, 746 F.2d 1425 (10th Cir. 1984)—18:10
- Comcast Corp. v. F.C.C., 600 F.3d 642 (D.C. Cir. 2010)—6:22
- Commodity Futures Trading Com'n v. AVCO Financial Corp., 28 F. Supp. 2d 104 (S.D. N.Y. 1998)—8:25
- v. Weintraub, 471 U.S. 343, 105 S. Ct. 1986, 85 L. Ed. 2d 372, 17 Fed. R. Evid. Serv. 529, 1 Fed. R. Serv. 3d 417 (1985)—27:3, 27:6
- Community for Creative Non-Violence v. Reid, 490 U.S. 730, 109 S. Ct. 2166, 104 L. Ed. 2d 811 (1989)—2:33, 2:36, 2:39
- Compaq Computer Corp. v. Procom Technology, Inc., 908 F. Supp. 1409 (S.D. Tex. 1995)—2:16, 2:29, 4:13, 22:35
- Comp Examiner Agency, Inc. v. Juris, Inc., 1996 WL 376600 (C.D. Cal. 1996)—5:6
- CompuServe, Inc. v. Patterson, 89 F.3d 1257, 1996 FED App. 0228P (6th Cir. 1996)—20:9
- Computer Associates Intern., Inc. v. Altai, Inc., 982 F.2d 693, 37 Fed. R. Evid. Serv. 343, 119 A.L.R. Fed. 741 (2d Cir. 1992)—1:3, 2:39, 2:41, 22:3, 22:11
- v. Altai, Inc., 775 F. Supp. 544 (E.D. N.Y. 1991)—2:26
- Computer Associates Int'l, Inc. v. State Street Bank and Trust Co., 789 F. Supp. 470 (D. Mass. 1992)—22:7
- Computer Care v. Service Systems Enterprises, Inc., 982 F.2d 1063 (7th Cir. 1992)—4:6
- Computer Management Assistance Co. v. Robert F. DeCastro, Inc., 220 F.3d 396 (5th Cir. 2000)—22:11
- Compuware Corp. v. Serena Software Intern., Inc., 77 F. Supp. 2d 816 (E.D. Mich. 1999)—2:29, 4:13
- Comshare, Inc. v. U.S., 27 F.3d 1142, 1994 FED App. 0229P (6th Cir. 1994)—20:9
- Conan Properties, Inc. v. Conans Pizza, Inc., 752 F.2d 145 (5th Cir. 1985)—23:7

TABLE OF CASES

- Conference Archives, Inc. v. Sound Images, Inc., 2010 WL 1626072 (W.D. Pa. 2010)—1:18
- Conmar Products Corp. v. Universal Slide Fastener Co., 172 F.2d 150 (2d Cir. 1949)—4:1, 4:15
- Conroy v. Reebok Intern., Ltd., 14 F.3d 1570 (Fed. Cir. 1994)—24:13
- Consolidated Aluminum Corp. v. Foseco Intern. Ltd., 910 F.2d 804 (Fed. Cir. 1990)—3:7
- Copper Market Antitrust Litigation, In re, 200 F.R.D. 213 (S.D. N.Y. 2001)—27:6
- Corning Glass Works v. Sumitomo Elec. U.S.A., Inc., 868 F.2d 1251 (Fed. Cir. 1989)—24:12
- Corporacion Insular de Seguros v. U.S., 646 F. Supp. 1230 (D.P.R. 1986)—8:12
- Corporate Air Fleet of Tennessee, Inc. v. Gates Learjet, Inc., 589 F. Supp. 1076 (M.D. Tenn. 1984)—18:10
- Cosmetic Ideas, Inc. v. IAC/Interactivecorp., 606 F.3d 612 (9th Cir. 2010)—2:23
- CoStar Group, Inc. v. LoopNet, Inc., 373 F.3d 544 (4th Cir. 2004)—22:24
- Costar Group Inc. v. Loopnet, Inc., 164 F. Supp. 2d 688 (D. Md. 2001)—2:26, 22:28
- County of Erie, In re, 473 F.3d 413 (2d Cir. 2007)—9:13
- C.R. Bard, Inc. v. Advanced Cardiovascular Systems, Inc., 911 F.2d 670 (Fed. Cir. 1990)—24:5
- Cresci v. Music Publishers Holding Corp., 210 F. Supp. 253 (S.D. N.Y. 1962)—22:7
- Critical Path, Inc., In re, Release No. 1503, Release No. 45393, 2002 WL 193146 (S.E.C. Release No. 2002)—10:3, 10:6
- C Tek Software, Inc., In re, 127 B.R. 501, 15 U.C.C. Rep. Serv. 2d 271 (Bankr. D. N.H. 1991)—2:43
- Cunard Line Ltd. v. U.S., 164 F.3d 617 (2d Cir. 1998)—8:12
- Custom Accessories, Inc. v. Jeffrey-Allan Industries, Inc., 807 F.2d 955 (Fed. Cir. 1986)—3:11
- Cutrale Citrus Juices USA, Inc. v. Zurich American Ins. Group, 2004 WL 5215191 (M.D. Fla. 2004)—9:13
- CVD, Inc. v. Raytheon Co., 769 F.2d 842 (1st Cir. 1985)—4:7, 4:16
- CyberMedia, Inc. v. Symantec Corp., 19 F. Supp. 2d 1070 (N.D. Cal. 1998)—22:43
- Cybernetic Services, Inc., In re, 252 F.3d 1039, 44 U.C.C. Rep. Serv. 2d 639 (9th Cir. 2001)—3:39
- Cybersell, Inc. v. Cybersell, Inc., 130 F.3d 414 (9th Cir. 1997)—26:5
- CyberSource Corp. v. Retail Decisions, Inc., 654 F.3d 1366 (Fed. Cir. 2011)—3:5

**D**

- Dallas Cowboys Cheerleaders, Inc. v. Pussycat Cinema, Ltd., 604 F.2d 200 (2d Cir. 1979)—5:7
- Dam Things from Denmark, a/k/a Troll Company ApS, v. Russ Berrie & Company, Inc., 290 F.3d 548 (3d Cir. 2002)—2:41

LAW AND BUSINESS OF COMPUTER SOFTWARE

- Daniel v. Dow Jones & Co., Inc., 137 Misc. 2d 94, 520 N.Y.S.2d 334 (N.Y. City Civ. Ct. 1987)—8:25
- Darden v. Peters, 488 F.3d 277 (4th Cir. 2007)—1:15
- Data Cash Systems, Inc. v. JS&A Group, Inc., 628 F.2d 1038 (7th Cir. 1980)—2:11
- Data General Corp. v. Grumman Data Systems Corp., 886 F. Supp. 927 (D. Mass. 1994)—22:41
- v. Grumman Systems Support Corp., 825 F. Supp. 340, 26 Fed. R. Serv. 3d 1221 (D. Mass. 1993)—22:5
- v. Grumman Systems Support Corp., 795 F. Supp. 501 (D. Mass. 1992)—2:23, 2:26, 2:41
- Data Processing Services, Inc. v. L.H. Smith Oil Corp., 492 N.E.2d 314, 1 U.C.C. Rep. Serv. 2d 29 (Ind. Ct. App. 1986)—18:3, 18:10
- Datastorm Technologies, Inc. v. Excalibur Communications, Inc., 888 F. Supp. 112 (N.D. Cal. 1995)—2:31
- Dautel v. Heritage Home Center, Inc., 89 Wash. App. 148, 948 P.2d 397 (Div. 1 1997)—10:4
- Davidson v. Microsoft Corp., 143 Md. App. 43, 792 A.2d 336 (2002)—18:12, 18:20
- Davidson & Associates v. Jung, 422 F.3d 630 (8th Cir. 2005)—22:15
- Davis v. Alwac Intern., Inc., 369 S.W.2d 797 (Tex. Civ. App. Beaumont 1963)—3:32
- Dawson v. Hinshaw Music Inc., 905 F.2d 731 (4th Cir. 1990)—2:41
- D.C.I. Computer Systems, Inc. v. Pardini, 978 F.2d 1265 (9th Cir. 1992)—2:6
- Dealertrack, Inc. v. Huber, 674 F.3d 1315 (Fed. Cir. 2012)—3:5
- DealerTrack, Inc. v. Huber, 657 F. Supp. 2d 1152 (C.D. Cal. 2009)—3:5
- De Bardeleben Marine Corp. v. U.S., 451 F.2d 140, 17 A.L.R. Fed. 980 (5th Cir. 1971)—8:12
- Dedvukaj v. Maloney, 447 F. Supp. 2d 813 (E.D. Mich. 2006)—26:6
- Deere & Co. v. MTD Products, Inc., 41 F.3d 39 (2d Cir. 1994)—5:7
- Defontes v. Dell Computers Corp., 52 U.C.C. Rep. Serv. 2d 795 (R.I. Super. Ct. 2004)—2:21
- Delfino v. Agilent Technologies, Inc., 145 Cal. App. 4th 790, 52 Cal. Rptr. 3d 376, 30 A.L.R.6th 639 (6th Dist. 2006)—8:30
- Demuth Development Corp. v. Merck & Co., Inc., 432 F. Supp. 990 (E.D. N.Y. 1977)—8:18
- Deseret Management Corp. v. U.S., 76 Fed. Cl. 88 (2007)—9:13
- Designer Skin, LLC v. S & L Vitamins, Inc., 88 U.S.P.Q.2d 1679, 2008 WL 4174882 (D. Ariz. 2008)—22:42
- Desktop Marketing Systems Pty Ltd v. Telstra Corporation Ltd, 2002 WL 1005203 (FCA 2002)—2:14
- DE Technologies, Inc. v. Dell, Inc., 2007 WL 128966 (W.D. Va. 2007)—9:14

TABLE OF CASES

- Detroit Edison Co. v. NABCO, Inc., 35 F.3d 236, 24 U.C.C. Rep. Serv. 2d 850, 1994 FED App. 0304P (6th Cir. 1994)—18:10
- Diamond v. Chakrabarty, 447 U.S. 303, 100 S. Ct. 2204, 65 L. Ed. 2d 144 (1980)—3:4, 3:5
- v. Diehr, 450 U.S. 175, 101 S. Ct. 1048, 67 L. Ed. 2d 155 (1981)—3:4, 3:5
- Diamond Direct, LLC v. Star Diamond Group, Inc., 116 F. Supp. 2d 525 (S.D. N.Y. 2000)—2:41
- Diamond Power Intern., Inc. v. Davidson, 540 F. Supp. 2d 1322 (N.D. Ga. 2007)—4:21
- Dicks v. Jensen, 172 Vt. 43, 768 A.2d 1279 (2001)—4:3, 4:12
- Dickson v. Microsoft Corp., 309 F.3d 193 (4th Cir. 2002)—18:12
- Digital Communications Associates, Inc. v. Softklone Distributing Corp., 659 F. Supp. 449 (N.D. Ga. 1987)—2:30, 2:36, 2:39, 22:13
- Dimeo v. Max, 435 F. Supp. 2d 523 (E.D. Pa. 2006)—8:30
- Diversified Graphics, Ltd. v. Groves, 868 F.2d 293 (8th Cir. 1989)—18:10
- Dobyns v. U.S., 91 Fed. Cl. 412 (2010)—20:9
- Doe v. America Online, Inc., 783 So. 2d 1010 (Fla. 2001)—8:29
- v. GTE Corp., 347 F.3d 655 (7th Cir. 2003)—8:6
- v. MySpace, Inc., 474 F. Supp. 2d 843 (W.D. Tex. 2007)—8:6
- Dolman v. Agee, 157 F.3d 708 (9th Cir. 1998)—2:33
- Domain Name Clearing Co., LLC v. F.C.F. Inc., 16 Fed. Appx. 108 (4th Cir. 2001)—23:10, 23:11
- Donald Frederick Evans and Associates, Inc. v. Continental Homes, Inc., 785 F.2d 897 (11th Cir. 1986)—2:11
- Donna v. Dodd, Mead & Co., Inc., 374 F. Supp. 429 (S.D. N.Y. 1974)—2:40
- Doyle v. U.S., 441 F. Supp. 701 (D.S.C. 1977)—8:12
- DSAM Global Value Fund v. Altris Software, Inc., 288 F.3d 385 (9th Cir. 2002)—10:6
- DSC Communications v. Pulse Communications Inc., 976 F. Supp. 359 (E.D. Va. 1997)—22:8
- DSC Communications Corp. v. DGI Technologies, Inc., 898 F. Supp. 1183 (N.D. Tex. 1995)—22:8, 22:42
- v. Pulse Communications, Inc., 170 F.3d 1354 (Fed. Cir. 1999)—22:37
- Dun & Bradstreet, Inc. v. Greenmoss Builders, Inc., 472 U.S. 749, 105 S. Ct. 2939, 86 L. Ed. 2d 593 (1985)—8:11
- Dun & Bradstreet Software Services, Inc. v. Grace Consulting, Inc., 307 F.3d 197 (3d Cir. 2002)—22:4, 22:6
- DVD Copy Control Ass'n v. Bunner, 113 Cal. Rptr. 2d 338 (App. 6th Dist. 2001)—22:16
- DVD Copy Control Ass'n, Inc. v. Bunner, 31 Cal. 4th 864, 4 Cal. Rptr. 3d 69, 75 P.3d 1 (2003)—22:16
- Dymo Costar Corporation v. Seiko Instruments USA,

LAW AND BUSINESS OF COMPUTER SOFTWARE

Inc., 2000 Markman  
502616, 2000 WL 502616  
(D. Conn. 2000)—3:2

**E**

- E. & J. Gallo Winery v. Gallo  
Cattle Co., 967 F.2d 1280  
(9th Cir. 1992)—5:6
- v. Spider Webs Ltd., 286 F.3d  
270 (5th Cir. 2002)—23:12
- v. Spider Webs Ltd., 129 F.  
Supp. 2d 1033, 96 A.L.R.5th  
575 (S.D. Tex. 2001)—23:10
- Eastern America Trio Products,  
Inc. v. Tang Electronic  
Corp., 97 F. Supp. 2d 395  
(S.D. N.Y. 2000)—2:41
- Easter Seal Soc. for Crippled  
Children and Adults of Lou-  
isiana, Inc. v. Playboy En-  
terprises, 815 F.2d 323 (5th  
Cir. 1987)—2:39
- eBay, Inc. v. Bidder's Edge, Inc.,  
100 F. Supp. 2d 1058 (N.D.  
Cal. 2000)—22:21
- eBay Inc. v. MercExchange,  
L.L.C., 547 U.S. 388, 126 S.  
Ct. 1837, 164 L. Ed. 2d 641,  
27 A.L.R. Fed. 2d 685  
(2006)—22:42, 24:19
- EchoStar Communications  
Corp., Inc. v. In re, 448 F.3d 1294  
(Fed. Cir. 2006)—27:10
- Eden Toys, Inc. v. Florelee Un-  
dergarment Co., Inc., 697  
F.2d 27 (2d Cir. 1982)—2:37
- Edgenet, Inc. v. Home Depot  
U.S.A., Inc., 2010 WL  
148389 (E.D. Wis. 2010)—  
22:15
- Edina Realty, Inc. v.  
TheMLSonline.com, 80  
U.S.P.Q.2d 1039, 2006 WL  
737064 (D. Minn. 2006)—  
5:17, 23:3
- Ed Nowogroski Ins., Inc. v.  
Rucker, 137 Wash. 2d 427,  
971 P.2d 936 (1999)—4:17
- Edward B. Marks Music Corp.  
v. Jerry Vogel Music Co.,  
140 F.2d 266 (C.C.A. 2d Cir.  
1944)—2:39
- Edwards v. Symbolic Intern.,  
Inc., 414 Fed. Appx. 930  
(9th Cir. 2011)—20:9
- EF Cultural Travel BV v. Ex-  
plorica, Inc., 274 F.3d 577  
(1st Cir. 2001)—4:21
- Effects Associates, Inc. v. Co-  
hen, 908 F.2d 555 (9th Cir.  
1990)—2:37, 2:42
- E.F. Johnson Co. v. Uniden  
Corp. of America, 623 F.  
Supp. 1485 (D. Minn.  
1985)—22:8
- E. I. du Pont deNemours & Co.  
v. Christopher, 431 F.2d  
1012 (5th Cir. 1970)—4:7,  
4:8, 4:10
- E.I. du Pont de Nemours & Co.  
v. Forma-Pack, Inc., 351  
Md. 396, 718 A.2d 1129  
(1998)—27:9
- E. I. DuPont DeNemours & Co.,  
Application of, 476 F.2d  
1357 (C.C.P.A. 1973)—23:20
- 800-JR Cigar, Inc. v. GoTo.com,  
Inc., 437 F. Supp. 2d 273  
(D.N.J. 2006)—23:3
- Eldred v. Ashcroft, 537 U.S.  
186, 123 S. Ct. 769, 154 L.  
Ed. 2d 683 (2003)—2:5
- Electro-Matic Products, Inc. v.  
Prime Computers, Inc., 884  
F.2d 579 (6th Cir. 1989)—  
21:13
- Electronics Boutique Holdings  
Corp. v. Zuccarini, 56  
U.S.P.Q.2d 1705, 2000 WL  
1622760 (E.D. Pa. 2000)—  
23:12
- Electropix v. Liberty Livewire

TABLE OF CASES

- Corp., 178 F. Supp. 2d 1125 (C.D. Cal. 2001)—26:5
- Eli Lilly & Co. v. Natural Answers, Inc., 233 F.3d 456 (7th Cir. 2000)—23:7
- Elizabeth, City of v. American Nicholson Pavement Co., 97 U.S. 126, 24 L. Ed. 1000, 1877 WL 18449 (1877)—3:20
- Ellison v. Robertson, 357 F.3d 1072 (9th Cir. 2004)—22:24, 22:25, 22:26, 22:29, 22:30
- ELRAC, Inc. v. Cruz, 182 Misc. 2d 523, 699 N.Y.S.2d 647 (N.Y. City Civ. Ct. 1999)—15:48, 15:49
- Emerson Elec. Co. v. Rogers, 418 F.3d 841 (8th Cir. 2005)—4:4
- Encore Shoe Corp. v. Bennett Industries, Inc., 18 U.S.P.Q.2d 1874, 1991 WL 27412 (D. Mass. 1991)—2:11
- Engineering Dynamics, Inc. v. Structural Software, Inc., 26 F.3d 1335 (5th Cir. 1994)—22:41
- v. Structural Software, Inc., 785 F. Supp. 576 (E.D. La. 1991)—2:24, 2:31
- Envirotech Corp. v. Al George, Inc., 730 F.2d 753 (Fed. Cir. 1984)—24:1
- v. Westech Engineering Inc., 904 F.2d 1571 (Fed. Cir. 1990)—3:17
- ePresence, Inc. v. Evolve Software, Inc., 190 F. Supp. 2d 159, 47 U.C.C. Rep. Serv. 2d 132 (D. Mass. 2002)—18:3
- Erickson v. Trinity Theatre, Inc., 13 F.3d 1061 (7th Cir. 1994)—2:39
- Erie R. Co. v. Tompkins, 304 U.S. 64, 58 S. Ct. 817, 82 L. Ed. 1188, 114 A.L.R. 1487 (1938)—3:29
- Ernster v. Ralston Purina Co., 980 F.2d 743 (Fed. Cir. 1992)—4:7
- Ethicon, Inc. v. U.S. Surgical Corp., 135 F.3d 1456, 48 Fed. R. Evid. Serv. 1226 (Fed. Cir. 1998)—3:29
- Eurotech, Inc. v. Cosmos European Travels Aktiengesellschaft, 213 F. Supp. 2d 612 (E.D. Va. 2002)—23:10
- EWP Corp. v. Reliance Universal Inc., 755 F.2d 898 (Fed. Cir. 1985)—3:13
- Eyeblaster, Inc. v. Federal Ins. Co., 613 F.3d 797 (8th Cir. 2010)—18:10
- Ez-Tixz, Inc. v. Hit-Tix, Inc., 919 F. Supp. 728 (S.D. N.Y. 1996)—22:41

**F**

- Facebook, Inc. v. Banana Ads LLC, 2013 WL 1873289 (N.D. Cal. 2013)—23:12
- Factor VIII or IX Concentrate Blood Products Litigation, In re, 25 F. Supp. 2d 837 (N.D. Ill. 1998)—8:19
- Faegre & Benson, LLP v. Purdy, 367 F. Supp. 2d 1238 (D. Minn. 2005)—1:18
- Fair Housing Council of San Fernando Valley v. Roommates.com, LLC, 489 F.3d 921 (9th Cir. 2007)—8:30
- Faiveley Transport Malmo AB v. Wabtec Corp., 559 F.3d 110 (2d Cir. 2009)—4:12
- Fantastic Fakes, Inc. v. Pickwick Intern., Inc., 661 F.2d 479 (5th Cir. 1981)—2:17

LAW AND BUSINESS OF COMPUTER SOFTWARE

- Fast Food Gourmet, Inc. v. Little Lady Foods, Inc., 542 F. Supp. 2d 849 (N.D. Ill. 2008)—4:12
- F.C. Cycles Intern., Inc. v. Fila Sport, S.p.A., 184 F.R.D. 64 (D. Md. 1998)—27:2
- Federal Ins. Co. v. Microsoft Corp., 1994 WL 510102 (W.D. Wash. 1994)—16:5
- v. Microsoft Corp., 1993 WL 373843 (W.D. Wash. 1993)—16:5
- Feist Publications, Inc. v. Rural Telephone Service Co., Inc., 499 U.S. 340, 111 S. Ct. 1282, 113 L. Ed. 2d 358 (1991)—2:14, 2:22, 2:41, 22:2, 22:11
- Ferguson Beauregard/Logic Controls, Div. of Dover Resources, Inc. v. Mega systems, LLC, 350 F.3d 1327 (Fed. Cir. 2003)—24:7
- Festo Corp. v. Shoketsu Kinzoku Kogyo Kabushiki Co., Ltd., 535 U.S. 722, 122 S. Ct. 1831, 152 L. Ed. 2d 944 (2002)—24:9, 24:13
- Fidelity Information Services, Inc. v. DebtDomain GLMS Pte Ltd., 2011 WL 3665126 (S.D. N.Y. 2011)—2:41
- Firestone Steel Products Co. v. Barajas, 927 S.W.2d 608 (Tex. 1996)—8:21
- First Bank of Turley v. Fidelity and Deposit Ins. Co. of Maryland, 1996 OK 105, 928 P.2d 298 (Okla. 1996)—16:5
- First Equity Corp. of Florida v. Standard & Poor's Corp., 869 F.2d 175 (2d Cir. 1989)—8:25, 8:26
- First Federal Sav. Bank of Hegewisch v. U.S., 55 Fed. Cl. 263 (2003)—9:13
- First Tennessee Nat. Corp. v. Horizon Nat. Bank, 225 F. Supp. 2d 816 (W.D. Tenn. 2002)—26:6
- Fisher v. U.S., 1976-1 C.B. 411, 425 U.S. 391, 96 S. Ct. 1569, 48 L. Ed. 2d 39, 76-1 U.S. Tax Cas. (CCH) P 9353, 37 A.F.T.R.2d 76-1244 (1976)—27:2
- F. J. Schindler Equipment Co. v. Raymond Co., 274 Pa. Super. 530, 418 A.2d 533 (1980)—15:47
- Flag Fables, Inc. v. Jean Ann's Country Flags and Crafts, Inc., 730 F. Supp. 1165 (D. Mass. 1989)—2:11
- FleetBoston Financial Corp. v. FleetBostonFinancial.com, 138 F. Supp. 2d 121 (D. Mass. 2001)—25:5, 25:6
- Fluor Corp. v. Jeppesen & Co., 170 Cal. App. 3d 468, 216 Cal. Rptr. 68 (2d Dist. 1985)—8:7
- FMC Corp. v. Hennessy Industries, Inc., 836 F.2d 521 (Fed. Cir. 1987)—3:13
- FNS Mortgage Service Corp. v. Pacific General Group, Inc., 24 Cal. App. 4th 1564, 29 Cal. Rptr. 2d 916 (3d Dist. 1994)—8:18
- Foad Consulting Group, Inc. v. Azzalino, 270 F.3d 821 (9th Cir. 2001)—2:17
- Fonar Corp. v. General Elec. Co., 107 F.3d 1543 (Fed. Cir. 1997)—3:8
- v. Magnetic Resonance Plus, Inc., 920 F. Supp. 508 (S.D. N.Y. 1996)—2:29, 4:13
- Fonovisa, Inc. v. Cherry Auc-

TABLE OF CASES

- tion, Inc., 76 F.3d 259 (9th Cir. 1996)—22:24, 22:26, 23:8
- Foraste v. Brown University, 248 F. Supp. 2d 71, 175 Ed. Law Rep. 201 (D.R.I. 2003)—2:23
- Forberg v. Servel, Inc., 88 F. Supp. 503 (S.D. N.Y. 1949)—3:31
- Ford Motor Co. v. Greatdomains.Com, Inc., 177 F. Supp. 2d 656 (E.D. Mich. 2001)—25:5
- v. Greatdomains.Com, Inc., 177 F. Supp. 2d 635, 177 A.L.R. Fed. 637 (E.D. Mich. 2001)—23:10
- v. Summit Motor Products, Inc., 930 F.2d 277, 19 Fed. R. Serv. 3d 907 (3d Cir. 1991)—22:4
- Forry, Inc. v. Neundorfer, Inc., 837 F.2d 259, 113 A.L.R. Fed. 857 (6th Cir. 1988)—2:7
- Fort Properties, Inc. v. American Master Lease LLC, 671 F.3d 1317 (Fed. Cir. 2012)—3:5
- Forum Corp. of North America v. Forum, Ltd., 903 F.2d 434 (7th Cir. 1990)—5:5
- Forward v. Thorogood, 985 F.2d 604 (1st Cir. 1993)—2:39
- Four Seasons Freight Services, Inc. v. Haralson, 96 F.3d 1451 (9th Cir. 1996)—4:17
- Fox, In re, 702 F.3d 633 (Fed. Cir. 2012)—5:3
- Fox Television Stations, Inc. v. BarryDriller Content Systems, PLC, 41 Media L. Rep. (BNA) 1515, 2012 WL 6784498 (C.D. Cal. 2012)—2:18, 22:35
- F.P., In re, 2005 PA Super 220, 878 A.2d 91 (2005)—9:15
- FragranceNet.com, Inc. v. FragranceX.com, Inc., 493 F. Supp. 2d 545 (E.D. N.Y. 2007)—5:17
- Francklyn v. Guilford Packing Co., 695 F.2d 1158 (9th Cir. 1983)—3:34
- Frank Music Corp. v. Metro-Goldwyn-Mayer Inc., 886 F.2d 1545 (9th Cir. 1989)—22:39
- Freeman, Application of, 573 F.2d 1237 (C.C.P.A. 1978)—3:4
- Frey Dairy v. A.O. Smith Harvestore Products, Inc., 680 F. Supp. 253, 6 U.C.C. Rep. Serv. 2d 440 (E.D. Mich. 1988)—18:10
- Friedman v. Stacey Data Processing Services, Inc., 17 U.S.P.Q.2d 1858, 1990 WL 172586 (N.D. Ill. 1990)—2:37
- Fromson v. Citiplate, Inc., 886 F.2d 1300 (Fed. Cir. 1989)—24:19
- Fuji Mach. Mfg. Co., Ltd. v. Hover-Davis, Inc., 936 F. Supp. 93 (W.D. N.Y. 1996)—24:5
- Fun-Damental Too, Ltd. v. Gemmy Industries Corp., 111 F.3d 993 (2d Cir. 1997)—1:18
- Futuredontics, Inc. v. Applied Anagramics, Inc., 152 F.3d 925 (9th Cir. 1998)—22:22
- v. Applied Anagramics, Inc., 45 U.S.P.Q.2d 2005, 1998 WL 132922 (C.D. Cal. 1997)—22:10, 22:22
- Fuzzysharp Technologies Inc. v. 3DLabs Inc., Ltd., 447 Fed. Appx. 182 (Fed. Cir. 2011)—3:5

LAW AND BUSINESS OF COMPUTER SOFTWARE

G

- Garcia v. Kusan, Inc., 39 Mass. App. Ct. 322, 655 N.E.2d 1290, 103 Ed. Law Rep. 1207 (1995)—8:22
- Garner v. Wolfinbarger, 430 F.2d 1093, 14 Fed. R. Serv. 2d 490 (5th Cir. 1970)—27:4
- Garvey v. National Grange Mut. Ins. Co., 167 F.R.D. 391 (E.D. Pa. 1996)—27:3
- Garza v. Scott and White Memorial Hosp., 234 F.R.D. 617 (W.D. Tex. 2005)—27:7
- Gaston v. Caden, 2007 WL 2727142 (E.D. Cal. 2007)—9:13
- Gates Rubber Co. v. Bando American, Inc., 798 F. Supp. 1499 (D. Colo. 1992)—2:6, 2:31
- v. Bando Chemical Industries, Ltd., 9 F.3d 823 (10th Cir. 1993)—4:7, 4:16, 22:2, 22:11
- G.D. Searle & Co. v. Philips-Miller & Associates, Inc., 836 F. Supp. 520 (N.D. Ill. 1993)—4:13
- Gemstar-TV Guide Intern., Inc. v. International Trade Com'n, 383 F.3d 1352 (Fed. Cir. 2004)—24:8
- Gershwin Pub. Corp. v. Columbia Artists Management, Inc., 443 F.2d 1159, 14 A.L.R. Fed. 819 (2d Cir. 1971)—22:24
- Gertz v. Robert Welch, Inc., 418 U.S. 323, 94 S. Ct. 2997, 41 L. Ed. 2d 789 (1974)—8:11, 8:15
- Getaped.Com, Inc. v. Cangemi, 188 F. Supp. 2d 398 (S.D. N.Y. 2002)—2:23
- Gibraltar, P.R., Inc. v. Otoki Group, Inc., 104 F.3d 616 (4th Cir. 1997)—22:7
- Ginsburg v. Agora, Inc., 915 F. Supp. 733 (D. Md. 1995)—8:6
- Glacier Bay, In re, 71 F.3d 1447, 164 A.L.R. Fed. 791 (9th Cir. 1995)—8:12
- Globalsantafe Corp. v. Globalsantafe.Com, 250 F. Supp. 2d 610 (E.D. Va. 2003)—23:12
- Golan v. Holder, 132 S. Ct. 873, 181 L. Ed. 2d 835 (2012)—2:5
- Goodman v. Lee, 815 F.2d 1030 (5th Cir. 1987)—22:7
- Google Inc. v. American Blind & Wallpaper, 2007 WL 1159950 (N.D. Cal. 2007)—5:17
- Gosteli, In re, 872 F.2d 1008 (Fed. Cir. 1989)—3:7
- GoTo.com, Inc. v. Walt Disney Co., 202 F.3d 1199 (9th Cir. 2000)—5:6, 23:7
- Gottschalk v. Benson, 409 U.S. 63, 93 S. Ct. 253, 34 L. Ed. 2d 273 (1972)—3:4, 3:5
- Government Employees Ins. Co. v. Google, Inc., 330 F. Supp. 2d 700 (E.D. Va. 2004)—5:17, 23:3
- Gracen v. Bradford Exchange, 698 F.2d 300 (7th Cir. 1983)—2:41
- Gragg v. International Management Group, 2007 WL 1074894 (N.D. N.Y. 2007)—27:7
- Graham v. James, 144 F.3d 229 (2d Cir. 1998)—2:17, 2:42
- v. John Deere Co. of Kansas City, 383 U.S. 1, 86 S. Ct. 684, 15 L. Ed. 2d 545 (1966)—3:3, 3:10, 3:11, 24:8
- Grain Processing Corp. v. American Maize-Products Co.,

TABLE OF CASES

- 840 F.2d 902 (Fed. Cir. 1988)—3:13
- Grams, In re, 888 F.2d 835 (Fed. Cir. 1989)—3:4
- Grand Jury Investigation, In re, 631 F.2d 17 (3d Cir. 1980)—27:4
- Grand Jury Proceeding, In re, 79 Fed. Appx. 476 (2d Cir. 2003)—27:6
- Grand Jury Subpoena Duces Tecum, In re, 391 F. Supp. 1029 (S.D. N.Y. 1975)—27:3
- Grayton v. U.S., 92 Fed. Cl. 327 (2010)—4:12
- Great Lakes Carbon Corp. v. Continental Oil Co., 23 F.R.D. 33 (W.D. La. 1958)—4:14
- Great Lakes Press Corp. v. Froom, 695 F. Supp. 1440 (W.D. N.Y. 1987)—3:32
- Green v. America Online (AOL), 318 F.3d 465 (3d Cir. 2003)—8:29
- Greenberg v. Croydon Plastics Co., Inc., 378 F. Supp. 806 (E.D. Pa. 1974)—4:20
- Greenwich Workshop, Inc. v. Timber Creations, Inc., 932 F. Supp. 1219 (C.D. Cal. 1996)—22:22
- GTE New Media Services Inc. v. BellSouth Corp., 199 F.3d 1343 (D.C. Cir. 2000)—26:5
- Gutter v. Dow Jones, Inc., 22 Ohio St. 3d 286, 490 N.E.2d 898, 56 A.L.R.4th 1153 (1986)—8:25
- H**
- Hagen v. Burmeister & Associates, Inc., 1999 WL 31130 (Minn. Ct. App. 1999)—4:18
- Hagert v. Hatton Commodities, Inc., 350 N.W.2d 591, 39 U.C.C. Rep. Serv. 102 (N.D. 1984)—18:10
- Hall v. Bed Bath & Beyond, Inc., 705 F.3d 1357 (Fed. Cir. 2013)—24:2
- Hamzik v. Zale Corporation/Delaware, 2007 WL 1174863 (N.D. N.Y. 2007)—5:17
- Hanberry v. Hearst Corp., 276 Cal. App. 2d 680, 81 Cal. Rptr. 519, 39 A.L.R.3d 173 (4th Dist. 1969)—8:18
- Hancock v. Dodson, 958 F.2d 1367, 35 Fed. R. Evid. Serv. 211 (6th Cir. 1992)—27:7
- Hanson v. Denckla, 357 U.S. 235, 78 S. Ct. 1228, 2 L. Ed. 2d 1283 (1958)—25:1, 26:4
- Harbor Software, Inc. v. Applied Systems, Inc., 925 F. Supp. 1042 (S.D. N.Y. 1996)—2:30, 22:12
- v. Applied Systems, Inc., 887 F. Supp. 86 (S.D. N.Y. 1995)—4:5
- Hard Rock Cafe Licensing Corp. v. Concession Services, Inc., 955 F.2d 1143 (7th Cir. 1992)—23:8
- Harley & Lund Corporation v. Murray Rubber Co., 31 F.2d 932 (C.C.A. 2d Cir. 1929)—4:17
- Harper & Row Publishers, Inc. v. Nation Enterprises, 471 U.S. 539, 105 S. Ct. 2218, 85 L. Ed. 2d 588 (1985)—2:41
- Harris v. Emus Records Corp., 734 F.2d 1329 (9th Cir. 1984)—18:16
- Harrods Ltd. v. Sixty Internet Domain Names, 302 F.3d 214, 53 Fed. R. Serv. 3d 955 (4th Cir. 2002)—23:11, 25:8

LAW AND BUSINESS OF COMPUTER SOFTWARE

- v. Sixty Internet Domain Names, 157 F. Supp. 2d 658 (E.D. Va. 2001)—23:10, 23:11
- v. Sixty Internet Domain Names, 110 F. Supp. 2d 420 (E.D. Va. 2000)—25:8
- Hartman v. Hallmark Cards, Inc., 833 F.2d 117 (8th Cir. 1987)—2:41
- Hartmarx Corp. v. JBA Intern., Inc., 2002 WL 406973 (N.D. Ill. 2002)—18:10, 18:20
- Hartog & Co. AS v. SWIX.com, 136 F. Supp. 2d 531 (E.D. Va. 2001)—23:10
- Hasbro Bradley, Inc. v. Sparkle Toys, Inc., 780 F.2d 189 (2d Cir. 1985)—2:11
- Hasbro, Inc. v. Clue Computing, Inc., 232 F.3d 1 (1st Cir. 2000)—5:7
- v. Internet Entertainment Group, Ltd., 1996 WL 84858 (W.D. Wash. 1996)—5:7
- Hayes Microcomputer Products, Inc. Patent Litigation, In re, 982 F.2d 1527 (Fed. Cir. 1992)—3:6
- Hays v. Sony Corp. of America, 847 F.2d 412, 11 Fed. R. Serv. 3d 15 (7th Cir. 1988)—2:35
- Healthcare Affiliated Services, Inc. v. Lippany, 701 F. Supp. 1142 (W.D. Pa. 1988)—22:13
- Heathmount A.E. Corp v. Technodome.com, 106 F. Supp. 2d 860 (E.D. Va. 2000)—25:4, 25:5
- Herceg v. Hustler Magazine, Inc., 565 F. Supp. 802 (S.D. Tex. 1983)—8:11, 8:15, 8:26
- Herrick v. Garvey, 298 F.3d 1184, 59 Fed. R. Evid. Serv. 472 (10th Cir. 2002)—4:12
- v. Garvey, 200 F. Supp. 2d 1321 (D. Wyo. 2000)—4:12
- Hickman v. Taylor, 329 U.S. 495, 67 S. Ct. 385, 91 L. Ed. 451 (1947)—9:13, 27:9
- Hill v. Gateway 2000, Inc., 105 F.3d 1147, 31 U.C.C. Rep. Serv. 2d 303 (7th Cir. 1997)—2:21, 18:30
- Hilton Davis Chemical Co. v. Warner-Jenkinson Co., Inc., 62 F.3d 1512 (Fed. Cir. 1995)—24:13
- Hines v. Overstock.com, Inc., 668 F. Supp. 2d 362 (E.D. N.Y. 2009)—2:21
- HK Systems, Inc. v. Eaton Corp., 2007 WL 1747016 (E.D. Wis. 2007)—16:11
- Hogan Systems, Inc. v. Cybresource Intern., Inc., 158 F.3d 319 (5th Cir. 1998)—22:5
- Holtzbrinck Pub. Holdings, L.P. v. Vyne Communications, Inc., 2000 Copr. L. Dec. P 28081, 2000 WL 502860 (S.D. N.Y. 2000)—2:39, 2:42
- Home Diagnostics, Inc. v. Lifescan, Inc., 381 F.3d 1352 (Fed. Cir. 2004)—24:7
- Honeywell Intern., Inc. v. U.S., 609 F.3d 1292 (Fed. Cir. 2010)—24:16
- Horowitz, In re, 482 F.2d 72 (2d Cir. 1973)—27:6
- Horphag Research Ltd. v. Pellegrini, 337 F.3d 1036 (9th Cir. 2003)—5:17
- Houghton v. U.S., 23 F.2d 386 (C.C.A. 4th Cir. 1928)—3:31
- Howard v. Poseidon Pools, Inc., 133 Misc. 2d 50, 506 N.Y.S.2d 523 (Sup 1986)—8:21

TABLE OF CASES

- Hudson Ins. Co. v. Colony Ins. Co., 624 F.3d 1264 (9th Cir. 2010)—16:5
- Humphrey, State ex rel. v. Philip Morris Inc., 606 N.W.2d 676 (Minn. Ct. App. 2000)—27:8
- Hunt v. Blackburn, 128 U.S. 464, 9 S. Ct. 125, 32 L. Ed. 488 (1888)—27:2
- Huron Tool and Engineering Co. v. Precision Consulting Services, Inc., 209 Mich. App. 365, 532 N.W.2d 541, 26 U.C.C. Rep. Serv. 2d 703 (1995)—18:10
- I**
- i-Systems, Inc. v. Softwares, Inc., 2004 WL 742082 (D. Minn. 2004)—2:41
- Iconbazaar, L.L.C. v. America Online, Inc., 308 F. Supp. 2d 630 (M.D. N.C. 2004)—2:23
- i.Lan Systems, Inc. v. Netscout Service Level Corp., 183 F. Supp. 2d 328, 46 U.C.C. Rep. Serv. 2d 287, 106 A.L.R.5th 743 (D. Mass. 2002)—18:7
- Illinois Brick Co. v. Illinois, 431 U.S. 720, 37 S. Ct. 2061, 52 L. Ed. 2d 707 (1977)—18:12
- Illinois Tool Works, Inc. v. Grip-Pak, Inc., 906 F.2d 679 (Fed. Cir. 1990)—24:19
- Illinois Tool Works Inc. v. Independent Ink, Inc., 547 U.S. 28, 126 S. Ct. 1281, 164 L. Ed. 2d 26 (2006)—17:4, 24:18
- I.M.S. Inquiry Management Systems, Ltd. v. Berkshire Information Systems, Inc., 307 F. Supp. 2d 521 (S.D. N.Y. 2004)—2:26, 22:15
- Independent Service Organizations Antitrust Litigation, In re, 203 F.3d 1322 (Fed. Cir. 2000)—18:12
- Independent Service Organizations Antitrust Litigation, In re, 23 F. Supp. 2d 1242 (D. Kan. 1998)—22:39
- Ingersoll-Rand Co. v. Ciavatta, 110 N.J. 609, 542 A.2d 879 (1988)—3:36
- Innova/Pure Water, Inc. v. Safari Water Filtration Systems, Inc., 381 F.3d 1111 (Fed. Cir. 2004)—24:3
- Innovative Concepts in Entertainment, Inc. v. Entertainment Enterprises Ltd., 576 F. Supp. 457 (E.D. N.Y. 1985)—2:11
- Innovative Networks, Inc. v. Satellite Airlines Ticketing Centers, Inc., 871 F. Supp. 709 (S.D. N.Y. 1995)—2:33
- Inset Systems, Inc. v. Instruction Set, Inc., 937 F. Supp. 161, 155 A.L.R. Fed. 745 (D. Conn. 1996)—26:5
- Instructional Systems, Inc. v. Computer Curriculum Corp., 826 F. Supp. 831 (D.N.J. 1993)—17:3
- Integrated Cash Management Services, Inc. v. Digital Transactions, Inc., 920 F.2d 171 (2d Cir. 1990)—4:5
- Intel Corp. v. Terabyte Intern., Inc., 6 F.3d 614, 39 Fed. R. Evid. Serv. 790, 26 Fed. R. Serv. 3d 1201 (9th Cir. 1993)—5:7
- Intellicall, Inc. v. Phonometrics, Inc., 952 F.2d 1384 (Fed. Cir. 1992)—24:11
- Interactive Products Corp. v. a2z Mobile Office Solutions,

LAW AND BUSINESS OF COMPUTER SOFTWARE

- Inc., 326 F.3d 687, 55 Fed. R. Serv. 3d 1129, 2003 FED App. 0111P (6th Cir. 2003)—5:17
- Intermatic Inc. v. Toeppen, 947 F. Supp. 1227 (N.D. Ill. 1996)—5:5, 23:3
- International Airport Centers, L.L.C. v. Citrin, 440 F.3d 418 (7th Cir. 2006)—4:21
- International Ass'n of Machinists and Aerospace Workers v. Werner-Masuda, 390 F. Supp. 2d 479 (D. Md. 2005)—4:21
- International Bancorp, L.L.C. v. Societe Des Baines De Mer Et Du Cercle Des Etrangers A Monaco, 192 F. Supp. 2d 467 (E.D. Va. 2002)—25:8
- International Bancorp, LLC v. Societe des Bains de Mer et du Cercle des Etrangers a Monaco, 329 F.3d 359 (4th Cir. 2003)—23:6
- International Products Co. v. Erie R. Co., 244 N.Y. 331, 155 N.E. 662, 56 A.L.R. 1377 (1927)—8:25
- International Profit Associates, Inc. v. Paisola, 461 F. Supp. 2d 672, 66 Fed. R. Serv. 3d 1019 (N.D. Ill. 2006)—23:3
- International Shoe Co. v. State of Wash., Office of Unemployment Compensation and Placement, 326 U.S. 310, 66 S. Ct. 154, 90 L. Ed. 95, 161 A.L.R. 1057 (1945)—25:1, 26:1
- Interstellar Starship Services, Ltd. v. Epix, Inc., 304 F.3d 936 (9th Cir. 2002)—23:6, 23:11
- Invitrogen Corp. v. Biocrest Mfg., L.P., 424 F.3d 1374 (Fed. Cir. 2005)—3:19
- Inwood Laboratories, Inc. v. Ives Laboratories, Inc., 456 U.S. 844, 102 S. Ct. 2182, 72 L. Ed. 2d 606, 34 Fed. R. Serv. 2d 1101 (1982)—23:8
- IO Group, Inc. v. Pivotal, Inc., 70 U.S.P.Q.2d 1458, 2004 WL 838164 (N.D. Cal. 2004)—26:4
- I.P. Lund Trading ApS v. Kohler Co., 163 F.3d 27 (1st Cir. 1998)—25:3
- ITOFCA, Inc. v. MegaTrans Logistics, Inc., 322 F.3d 928 (7th Cir. 2003)—2:37
- Iwahashi, In re, 838 F.2d 1370 (Fed. Cir. 1989)—3:4

**J**

- Jack In The Box, Inc. v. Jackinthebox.org, 143 F. Supp. 2d 590 (E.D. Va. 2001)—23:9
- Jacobsen v. Katzer, 535 F.3d 1373 (Fed. Cir. 2008)—2:17, 22:15
- Jaillet v. Cashman, 202 A.D. 805, 194 N.Y.S. 947 (1st Dep't 1922)—8:25
- James v. Meow Media, Inc., 300 F.3d 683, 169 Ed. Law Rep. 30, 2002 FED App. 0270P (6th Cir. 2002)—8:23, 8:24
- Jaskey Finance and Leasing v. Display Data Corp., 564 F. Supp. 160, 36 U.C.C. Rep. Serv. 26 (E.D. Pa. 1983)—15:38
- Jeri-Jo Knitwear, Inc. v. Club Italia, Inc., 94 F. Supp. 2d 457 (S.D. N.Y. 2000)—26:8
- Jet Spray Cooler, Inc. v. Crampton, 361 Mass. 835, 282 N.E.2d 921 (1972)—4:7
- J.G. Wentworth, S.S.C. Ltd. Partnership v. Settlement

TABLE OF CASES

- Funding LLC, 85 U.S.P.Q.2d 1780, 2007 WL 30115 (E.D. Pa. 2007)—5:17
- Johnson v. Alexander, 63 Cal. App. 3d 806, 134 Cal. Rptr. 101 (2d Dist. 1976)—20:9
- v. Gordon, 409 F.3d 12 (1st Cir. 2005)—2:41
- Johnson & Johnston Associates Inc. v. R.E. Service Co., Inc., 285 F.3d 1046 (Fed. Cir. 2002)—24:13
- Jones v. J.B. Lippincott Co., 694 F. Supp. 1216 (D. Md. 1988)—8:15
- Joy Technologies, Inc. v. Flakt, Inc., 6 F.3d 770 (Fed. Cir. 1993)—24:5
- K**
- Kalman v. Berlyn Corp., 914 F.2d 1473 (Fed. Cir. 1990)—24:19
- Kathleen R. v. City of Livermore, 87 Cal. App. 4th 684, 104 Cal. Rptr. 2d 772 (1st Dist. 2001)—8:28, 8:29
- Kelly v. Arriba Soft Corp., 336 F.3d 811 (9th Cir. 2003)—22:35
- Kendall Co. v. Progressive Medical Technology, Inc., 85 F.3d 1570 (Fed. Cir. 1996)—24:5
- Kennedy v. Columbia Lumber and Mfg. Co., Inc., 299 S.C. 335, 384 S.E.2d 730 (1989)—18:10
- v. Wright, 676 F. Supp. 888 (C.D. Ill. 1988)—3:32
- Kepner-Tregoe, Inc. v. Leadership Software, Inc., 12 F.3d 527, 40 Fed. R. Evid. Serv. 266 (5th Cir. 1994)—22:2
- Kercsmar v. Pen Argyl Area School Dist., 1 Pa. D. & C.3d 1, 1976 WL 395 (C.P. 1976)—8:11, 8:15
- Kewanee Oil Co. v. Bicron Corp., 416 U.S. 470, 94 S. Ct. 1879, 40 L. Ed. 2d 315 (1974)—4:7, 4:10, 4:11, 4:12
- Kimberly-Clark Corp. v. Procter & Gamble Distributing Co., Inc., 973 F.2d 911 (Fed. Cir. 1992)—3:35
- Kinzenbaw v. Deere & Co., 741 F.2d 383 (Fed. Cir. 1984)—3:18, 3:20
- Kirk v. Harter, 188 F.3d 1005 (8th Cir. 1999)—2:33
- Kirtsaeng v. John Wiley & Sons, Inc., 133 S. Ct. 1351, 185 L. Ed. 2d 392, 75 A.L.R. Fed. 2d 767 (2013)—2:17
- Klein-Becker USA, LLC v. Engler, 711 F.3d 1153, 85 Fed. R. Serv. 3d 342 (10th Cir. 2013)—23:7
- Kline v. First Western Government Securities, Inc., 24 F.3d 480 (3d Cir. 1994)—8:25
- Klocek v. Gateway, Inc., 104 F. Supp. 2d 1332, 41 U.C.C. Rep. Serv. 2d 1059 (D. Kan. 2000)—18:31
- Knight v. U.S., 498 F. Supp. 316 (E.D. Mich. 1980)—8:12
- Koen Book Distributors, Inc. v. Powell, Trachtman, Logan, Carrle, Bowman & Lombardo, P.C., 212 F.R.D. 283 (E.D. Pa. 2002)—27:5
- Kohus v. Mariol, 328 F.3d 848, 2003 FED App. 0150P (6th Cir. 2003)—2:41, 22:2, 22:3
- Kollar, In re, 286 F.3d 1326 (Fed. Cir. 2002)—3:17
- Konigsberg Intern. Inc. v. Rice, 16 F.3d 355 (9th Cir. 1994)—2:37

LAW AND BUSINESS OF COMPUTER SOFTWARE

- Korman v. Iglesias, 736 F. Supp. 261 (S.D. Fla. 1990)—2:39
- Kozlowski v. Sears, Roebuck & Co., 73 F.R.D. 73, 22 Fed. R. Serv. 2d 1008 (D. Mass. 1976)—9:11
- Krause v. Titleserv, Inc., 289 F. Supp. 2d 316 (E.D. N.Y. 2003)—22:38
- Kregos v. Associated Press, 937 F.2d 700 (2d Cir. 1991)—2:16
- KSR Intern. Co. v. Teleflex Inc., 550 U.S. 398, 127 S. Ct. 1727, 167 L. Ed. 2d 705 (2007)—24:7
- L**
- L.A. Gear, Inc. v. Thom McAn Shoe Co., 988 F.2d 1117 (Fed. Cir. 1993)—24:2
- Laitram Corp. v. Rexnord, Inc., 939 F.2d 1533 (Fed. Cir. 1991)—24:3
- Lakedreams v. Taylor, 932 F.2d 1103 (5th Cir. 1991)—2:23
- Langdon v. Google, Inc., 474 F. Supp. 2d 622 (D. Del. 2007)—8:29
- La Resolana Architects, PA v. Clay Realtors Angel Fire, 416 F.3d 1195 (10th Cir. 2005)—2:23
- Larson v. Hill's Heating and Refrigeration of Bemidji, Inc., 400 N.W.2d 777 (Minn. Ct. App. 1987)—20:9
- Larson Mach., Inc. v. Wallace, 268 Ark. 192, 600 S.W.2d 1 (1980)—15:47
- LaSalle Nat. Bank v. Vitro, Sociedad Anonima, 85 F. Supp. 2d 857 (N.D. Ill. 2000)—26:6
- Lasercomb America, Inc. v. Reynolds, 911 F.2d 970, 18 Fed. R. Serv. 3d 130 (4th Cir. 1990)—17:2
- Laser Technology, Inc. v. Nikon, Inc., 215 F. Supp. 2d 1135 (D. Colo. 2002)—24:11, 24:12
- Latham and Associates, Inc. v. William Raveis Real Estate, Inc., 218 Conn. 297, 589 A.2d 337, 14 U.C.C. Rep. Serv. 2d 394 (1991)—18:4
- Lawson v. U.S., 1997 A.M.C. 860, 1996 WL 875077 (N.D. Ohio 1996)—8:12
- Learning Curve Toys, Inc. v. PlayWood Toys, Inc., 342 F.3d 714 (7th Cir. 2003)—4:3, 4:12
- Lenz v. Universal Music Corp., 572 F. Supp. 2d 1150 (N.D. Cal. 2008)—2:13
- Levine v. Marshall, 1997 WL 416581 (Mass. Super. Ct. 1997)—27:5
- Lewin v. McCreight, 655 F. Supp. 282 (E.D. Mich. 1987)—8:15
- Lewis Galoob Toys, Inc. v. Nintendo of America, Inc., 964 F.2d 965 (9th Cir. 1992)—22:10
- Lexmark Intern., Inc. v. Static Control Components, Inc., 387 F.3d 522 (6th Cir. 2004)—22:2, 22:4
- Lipton v. Nature Co., 71 F.3d 464 (2d Cir. 1995)—22:20
- Litchfield v. Spielberg, 736 F.2d 1352 (9th Cir. 1984)—2:41
- Lockheed Martin Corp. v. Network Solutions, Inc., 194 F.3d 980, 44 Fed. R. Serv. 3d 1207 (9th Cir. 1999)—23:4, 23:8
- Logical Software, Inc., In re, 66 B.R. 683 (Bankr. D. Mass. 1986)—18:17

TABLE OF CASES

- Lois Sportswear, U.S.A., Inc. v. Levi Strauss & Co., 104 F.R.D. 103, 17 Fed. R. Evid. Serv. 1440 (S.D. N.Y. 1985)—9:13, 27:6
- London-Sire Records, Inc. v. Doe 1, 542 F. Supp. 2d 153, 231 Ed. Law Rep. 750 (D. Mass. 2008)—22:19
- Long Mfg., North Carolina, Inc. v. Grady Tractor Co., 140 Ga. App. 320, 231 S.E.2d 105 (1976)—18:10
- Loree Rodkin Management Corp. v. Ross-Simons, Inc., 315 F. Supp. 2d 1053 (C.D. Cal. 2004)—2:23
- Lorraine v. Markel American Ins. Co., 241 F.R.D. 534, 73 Fed. R. Evid. Serv. 446 (D. Md. 2007)—9:15
- Lotus Development Corp. v. Paperback Software Intern., 740 F. Supp. 37 (D. Mass. 1990)—2:30
- Louis Vuitton Malletier S.A. v. Haute Diggity Dog, LLC, 464 F. Supp. 2d 495 (E.D. Va. 2006)—5:7
- Lowry, In re, 32 F.3d 1579 (Fed. Cir. 1994)—3:4
- Lowry's Reports, Inc. v. Legg Mason, Inc., 271 F. Supp. 2d 737 (D. Md. 2003)—2:21
- Lubrizol Enterprises, Inc. v. Richmond Metal Finishers, Inc., 756 F.2d 1043 (4th Cir. 1985)—18:17
- Lucent Technologies, Inc. v. LucentSucks.com, 95 F. Supp. 2d 528 (E.D. Va. 2000)—23:11, 25:5, 25:7
- Luton Min. Co. v. Louisville & N.R. Co., 276 Ky. 321, 123 S.W.2d 1055 (1938)—15:49
- LVRC Holdings LLC v. Brekka, 581 F.3d 1127 (9th Cir. 2009)—4:21, 6:23
- Lynx Ventures, LLC v. Miller, 45 Fed. Appx. 68 (2d Cir. 2002)—2:16

**M**

- MacKown v. Illinois Pub. & Printing Co., 289 Ill. App. 59, 6 N.E.2d 526 (1st Dist. 1937)—8:11
- MacLean Associates, Inc. v. Wm. M. Mercer-Meidinger-Hansen, Inc., 952 F.2d 769 (3d Cir. 1991)—2:33
- Magna-RX, Inc. v. Holley, 2008 WL 5068977 (D. Ariz. 2008)—22:42
- Magnuson v. Video Yesteryear, 85 F.3d 1424, 34 Fed. R. Serv. 3d 1455 (9th Cir. 1996)—2:37
- MAI Basic Four, Inc. v. Basis, Inc., 880 F.2d 286 (10th Cir. 1989)—3:36
- MAI Systems Corp. v. Peak Computer, Inc., 991 F.2d 511 (9th Cir. 1993)—2:17, 22:2, 22:5, 22:20, 22:37
- v. Peak Computer, Inc., 1992 WL 159803 (C.D. Cal. 1992)—4:16
- Major v. McCallister, 302 S.W.3d 227 (Mo. Ct. App. S.D. 2009)—18:22, 18:30, 18:31
- Mallinckrodt, Inc. v. Medipart, Inc., 976 F.2d 700 (Fed. Cir. 1992)—24:18
- M.A. Mortenson Co., Inc. v. Timberline Software Corp., 140 Wash. 2d 568, 998 P.2d 305, 41 U.C.C. Rep. Serv. 2d 357 (2000)—18:30
- v. Timberline Software Corp., 93 Wash. App. 819, 970

LAW AND BUSINESS OF COMPUTER SOFTWARE

- P.2d 803, 37 U.C.C. Rep. Serv. 2d 892 (Div. 1 1999)—20:9
- Manufacturers Technologies, Inc. v. Cams, Inc., 706 F. Supp. 984 (D. Conn. 1989)—2:11, 2:30, 22:13
- Manville Sales Corp. v. Paramount Systems, Inc., 917 F.2d 544 (Fed. Cir. 1990)—3:20, 24:19
- Maritz, Inc. v. Cybergold, Inc., 947 F. Supp. 1328 (E.D. Mo. 1996)—26:6
- Market America v. Optihealth Products, Inc., 2008 WL 5069802 (M.D. N.C. 2008)—26:7
- Market America, Inc. v. Rossi, 238 F.3d 413 (4th Cir. 2000)—4:17
- Markman v. Westview Instruments, Inc., 52 F.3d 967 (Fed. Cir. 1995)—3:9, 24:3
- Marobie-FL, Inc. v. National Ass'n of Fire Equipment Distributors, 983 F. Supp. 1167 (N.D. Ill. 1997)—22:18
- Marshall v. Miles Laboratories, Inc., 647 F. Supp. 1326 (N.D. Ind. 1986)—2:34
- Mattel, Inc. v. Adventure Apparel, 2001 WL 1035140 (S.D. N.Y. 2001)—23:11
- v. Barbie-Club.com, 310 F.3d 293 (2d Cir. 2002)—25:6
- v. Internet Dimensions Inc., 55 U.S.P.Q.2d 1620, 2000 WL 973745 (S.D. N.Y. 2000)—23:11
- v. Robarb's, Inc., 139 F. Supp. 2d 487 (S.D. N.Y. 2001)—2:41
- Matthew Bender & Co., Inc. v. West Pub. Co., 158 F.3d 674 (2d Cir. 1998)—2:15
- Matusalem, In re, 158 B.R. 514 (Bankr. S.D. Fla. 1993)—18:17
- Maverick Recording Co. v. Harper, 598 F.3d 193 (5th Cir. 2010)—22:35
- Mayo Collaborative Services v. Prometheus Laboratories, Inc., 132 S. Ct. 1289, 182 L. Ed. 2d 321 (2012)—3:5
- Mays & Associates, Inc. v. Euler, 370 F. Supp. 2d 362 (D. Md. 2005)—2:23
- McAllister Bros., Inc. v. U.S., 709 F. Supp. 1237 (S.D. N.Y. 1989)—8:12
- MCA Television Ltd. v. Public Interest Corp., 171 F.3d 1265 (11th Cir. 1999)—22:7
- McCulloch v. Ford Dealers Advertising Assn., 234 Cal. App. 3d 1385, 286 Cal. Rptr. 223 (4th Dist. 1991)—8:20
- McElmurry v. Arkansas Power & Light Co., 995 F.2d 1576 (Fed. Cir. 1993)—3:34
- McGraw-Edison Co. v. Walt Disney Productions, 787 F.2d 1163 (7th Cir. 1986)—23:7
- McKesson HBOC, Inc. v. Adler, 254 Ga. App. 500, 562 S.E.2d 809 (2002)—10:7
- v. Superior Court, 115 Cal. App. 4th 1229, 9 Cal. Rptr. 3d 812 (1st Dist. 2004)—10:7
- McLin v. Leigh, 74 Ohio App. 3d 127, 598 N.E.2d 731 (2d Dist. Montgomery County 1991)—15:48
- MCV, Inc. v. King-Seeley Thermos Co., 870 F.2d 1568 (Fed. Cir. 1989)—3:35
- MDY Industries, LLC v. Blizzard Entertainment, Inc., 629 F.3d 928 (9th Cir. 2010)—2:17, 22:15

TABLE OF CASES

- v. Blizzard Entertainment, Inc., 616 F. Supp. 2d 958 (D. Ariz. 2009)—22:42
- Mechmetals Corp. v. Telex Computer Products, Inc., 709 F.2d 1287, 37 Fed. R. Serv. 2d 278 (9th Cir. 1983)—3:34
- Medforms, Inc. v. Healthcare Management Solutions, Inc., 290 F.3d 98 (2d Cir. 2002)—2:3, 2:31
- MedImmune, Inc. v. Genentech, Inc., 549 U.S. 118, 127 S. Ct. 764, 166 L. Ed. 2d 604 (2007)—24:17
- Medley v. U.S., 543 F. Supp. 1211 (N.D. Cal. 1982)—8:12
- Medtronic Inc. v. Intermedics, Inc., 799 F.2d 734 (Fed. Cir. 1986)—3:13
- Merck & Co., Inc. v. Mediplan Health Consulting, Inc., 431 F. Supp. 2d 425 (S.D. N.Y. 2006)—5:17
- v. Mediplan Health Consulting, Inc., 425 F. Supp. 2d 402 (S.D. N.Y. 2006)—5:17, 5:18, 23:3
- Merriam-Webster, Inc. v. Random House, Inc., 35 F.3d 65 (2d Cir. 1994)—5:7
- Meshwerks, Inc. v. Toyota Motor Sales U.S.A., Inc., 528 F.3d 1258 (10th Cir. 2008)—2:3
- Met-Coil Systems Corp. v. Korners Unlimited, Inc., 803 F.2d 684 (Fed. Cir. 1986)—24:5
- Metallizing Engineering Co. v. Kenyon Bearing & Auto Parts Co., 153 F.2d 516 (C.C.A. 2d Cir. 1946)—3:18
- Metro-Goldwyn-Mayer Studios Inc. v. Grokster, Ltd., 545 U.S. 913, 125 S. Ct. 2764, 162 L. Ed. 2d 781 (2005)—2:13, 22:26, 22:27, 23:8
- Metro-Goldwyn-Mayer Studios, Inc. v. Grokster Ltd., 380 F.3d 1154 (9th Cir. 2004)—22:26
- v. Grokster, Ltd., 259 F. Supp. 2d 1029 (C.D. Cal. 2003)—22:26, 22:27
- Meyers v. Donnatacci, 220 N.J. Super. 73, 531 A.2d 398 (Law Div. 1987)—8:21
- M.G.B. Homes, Inc. v. Ameron Homes, Inc., 903 F.2d 1486, 16 Fed. R. Serv. 3d 1441 (11th Cir. 1990)—2:23, 2:39
- MGP Ingredients, Inc. v. Mars, Inc., 2007 WL 3010343 (D. Kan. 2007)—9:11
- Michael's v. Internet Entertainment Group, Inc., 5 F. Supp. 2d 823 (C.D. Cal. 1998)—22:18
- Micro-Managers, Inc. v. Gregory, 147 Wis. 2d 500, 434 N.W.2d 97, 7 U.C.C. Rep. Serv. 2d 1375 (Ct. App. 1988)—18:3
- Micro-Sparc, Inc. v. Amtype Corp., 592 F. Supp. 33 (D. Mass. 1984)—22:4, 22:36
- Micro Data Base Systems, Inc. v. Dharma Systems, Inc., 148 F.3d 649, 35 U.C.C. Rep. Serv. 2d 747 (7th Cir. 1998)—20:9
- Microsoft Corp. v. AT & T Corp., 550 U.S. 437, 127 S. Ct. 1746, 167 L. Ed. 2d 737, 33 A.L.R. Fed. 2d 745 (2007)—24:16
- v. Computer Support Services of Carolina, Inc., 123 F. Supp. 2d 945 (W.D. N.C. 2000)—18:12
- v. Grey Computer, 910 F.

LAW AND BUSINESS OF COMPUTER SOFTWARE

- Supp. 1077 (D. Md. 1995)—  
22:4
- v. Harmony Computers &  
Electronics, Inc., 846 F.  
Supp. 208 (E.D. N.Y.  
1994)—2:21, 22:4
- Microsoft Corp. v. i4i Ltd. Part-  
nership, 131 S. Ct. 2238,  
180 L. Ed. 2d 131 (2011)—  
24:16
- Microstar v. Formgen, Inc., 942  
F. Supp. 1312 (S.D. Cal.  
1996)—22:10
- MicroStrategy, Inc. Securities  
Litigation, In re, 115 F.  
Supp. 2d 620 (E.D. Va.  
2000)—10:6
- Mid-Michigan Computer Sys-  
tems, Inc. v. Marc Glass-  
man, Inc., 416 F.3d 505,  
2005 FED App. 0304P (6th  
Cir. 2005)—21:9
- Midway Airlines, Inc., Matter  
of, 6 F.3d 492 (7th Cir.  
1993)—18:16
- Midwest Industries, Inc. v.  
Karavan Trailers, Inc., 175  
F.3d 1356 (Fed. Cir.  
1999)—3:13
- Mieczkowski v. Masco Corp.,  
997 F. Supp. 732 (E.D. Tex.  
1998)—26:7
- Miller v. CP Chemicals, Inc.,  
808 F. Supp. 1238 (D.S.C.  
1992)—2:34
- v. GTE Corp., 1989 WL  
258184 (S.D. Tex. 1989)—  
3:31
- Milliken v. Meyer, 311 U.S. 457,  
61 S. Ct. 339, 85 L. Ed. 278,  
132 A.L.R. 1357 (1940)—  
25:1
- Mills v. Murray, 472 S.W.2d 6  
(Mo. Ct. App. 1971)—4:4
- Minnesota Min. and Mfg. Co. v.  
Johnson & Johnson Ortho-  
paedics, Inc., 976 F.2d 1559  
(Fed. Cir. 1992)—24:16
- Minuteman, LLC v. Microsoft  
Corp., 147 N.H. 634, 795  
A.2d 833 (2002)—18:12
- Mirage Editions, Inc. v. Albu-  
querque A.R.T. Co., 856  
F.2d 1341 (9th Cir. 1988)—  
22:10, 22:22
- Mitel, Inc. v. Iqtel, Inc., 124  
F.3d 1366 (10th Cir.  
1997)—2:16
- M. Kramer Mfg. Co., Inc. v.  
Andrews, 783 F.2d 421 (4th  
Cir. 1986)—2:11, 2:30
- M. M. Business Forms Corp. v.  
Uarco, Inc., 472 F.2d 1137  
(6th Cir. 1973)—22:2
- Mobile Anesthesiologists Chi-  
cago, LLC v. Anesthesia As-  
sociates of Houston Metro-  
plex, P.A., 623 F.3d 440  
(7th Cir. 2010)—26:6
- Mobile Medical Intern. Corp. v.  
U.S., 95 Fed. Cl. 706  
(2010)—4:12
- Modine Mfg. Co. v. Allen Group,  
Inc., 917 F.2d 538 (Fed. Cir.  
1990)—24:15
- Moleculon Research Corp. v.  
CBS, Inc., 872 F.2d 407  
(Fed. Cir. 1989)—24:5
- Montgomery v. Noga, 168 F.3d  
1282, 51 Fed. R. Evid. Serv.  
752 (11th Cir. 1999)—2:11,  
2:22, 2:27
- Montgomery County v. Micro-  
Vote Corp., 175 F.3d 296,  
43 Fed. R. Serv. 3d 808 (3d  
Cir. 1999)—27:4
- Moore v. American Barmag  
Corp., 693 F. Supp. 399  
(W.D. N.C. 1988)—3:31
- v. Kulicke & Soffa Industries,  
Inc., 318 F.3d 561 (3d Cir.  
2003)—4:2, 4:8

TABLE OF CASES

- v. Microsoft Corp., 293 A.D.2d 587, 741 N.Y.S.2d 91, 48 U.C.C. Rep. Serv. 2d 76 (2d Dep't 2002)—18:20
- Morgan's Home Equipment Corp. v. Martucci, 390 Pa. 618, 136 A.2d 838 (1957)—4:17
- Morris v. Schlumberger, Ltd., 445 So. 2d 1242 (La. Ct. App. 3d Cir. 1984)—15:48
- Morrison & Foerster, LLP v. Wick, 94 F. Supp. 2d 1125 (D. Colo. 2000)—23:10, 23:11
- Morrow v. New Moon Homes, Inc., 548 P.2d 279, 19 U.C.C. Rep. Serv. 1 (Alaska 1976)—18:10
- Morton Salt Co. v. G. S. Suppiger Co., 314 U.S. 488, 62 S. Ct. 402, 86 L. Ed. 363 (1942)—24:18
- Moseley v. V Secret Catalogue, Inc., 537 U.S. 418, 123 S. Ct. 1115, 155 L. Ed. 2d 1 (2003)—5:7
- Motion Picture Patents Co. v. Universal Film Mfg. Co., 243 U.S. 502, 37 S. Ct. 416, 61 L. Ed. 871 (1917)—24:18
- Motley v. Marathon Oil Co., 71 F.3d 1547, 33 Fed. R. Serv. 3d 1069 (10th Cir. 1995)—27:7
- Mroz, In re, 65 F.3d 1567, 32 Fed. R. Serv. 3d 1244 (11th Cir. 1995)—9:14
- MTV Networks, a Div. of Viacom Intern., Inc. v. Curry, 867 F. Supp. 202, 31 Fed. R. Serv. 3d 149 (S.D. N.Y. 1994)—23:3
- Much v. Pacific Mut. Life Ins. Co., 266 F.3d 637 (7th Cir. 2001)—20:9
- Mulcahy v. Cheetah Learning LLC, 386 F.3d 849 (8th Cir. 2004)—2:41
- Mullane v. Central Hanover Bank & Trust Co., 339 U.S. 306, 70 S. Ct. 652, 94 L. Ed. 865 (1950)—25:7
- Multi-Tech Systems, Inc. v. Floreat, Inc., 47 U.C.C. Rep. Serv. 2d 924 (D. Minn. 2002)—18:3
- Multiform Desiccants, Inc. v. Medzam, Ltd., 133 F.3d 1473 (Fed. Cir. 1998)—24:7
- Munaf v. Geren, 553 U.S. 674, 128 S. Ct. 2207, 171 L. Ed. 2d 1 (2008)—22:42
- Murray v. Stuckey's Inc., 153 F.R.D. 151 (N.D. Iowa 1993)—27:4
- v. U.S., 327 F. Supp. 835 (D. Utah 1971)—8:12
- Murray Hill Publications, Inc. v. ABC Communications, Inc., 264 F.3d 622, 2001 FED App. 0295P (6th Cir. 2001)—2:27, 2:41
- Muse v. Mellin, 212 F. Supp. 315 (S.D. N.Y. 1962)—22:7
- Musgrave, Application of, 431 F.2d 882 (C.C.P.A. 1970)—3:4
- Mutual of Omaha Ins. Co. v. Novak, 836 F.2d 397, 98 A.L.R. Fed. 1 (8th Cir. 1987)—5:5

N

- Nabisco, Inc. v. PF Brands, Inc., 191 F.3d 208 (2d Cir. 1999)—5:7
- Name.Space, Inc. v. Network Solutions, Inc., 202 F.3d 573 (2d Cir. 2000)—23:4
- N & D E Co., Inc. v. Gustings, 23 U.S.P.Q.2d 1049, 1992 WL 77581 (E.D. La. 1992)—2:37

LAW AND BUSINESS OF COMPUTER SOFTWARE

- National Car Rental System, Inc. v. Computer Associates Intern., Inc., 991 F.2d 426 (8th Cir. 1993)—22:7
- National Crane Corp. v. Ohio Steel Tube Co., 213 Neb. 782, 332 N.W.2d 39, 36 U.C.C. Rep. Serv. 779 (1983)—18:10
- National Presto Industries, Inc. v. West Bend Co., 76 F.3d 1185 (Fed. Cir. 1996)—24:5
- National Waste Co. v. Spring Packing Corp., 200 F.2d 14 (7th Cir. 1952)—3:32
- Nationwide Mut. Ins. Co. v. Darden, 503 U.S. 318, 112 S. Ct. 1344, 117 L. Ed. 2d 581 (1992)—11:3, 12:3
- NEC Corp. v. Intel Corp., 10 U.S.P.Q.2d 1177, 1989 WL 67434 (N.D. Cal. 1989)—2:11, 2:39, 22:8, 22:13
- Neibarger v. Universal Cooperatives, Inc., 439 Mich. 512, 486 N.W.2d 612, 18 U.C.C. Rep. Serv. 2d 729 (1992)—18:10
- Neilson Business Equipment Center, Inc. v. Italo V. Monteleone, M.D., P.A., 524 A.2d 1172, 3 U.C.C. Rep. Serv. 2d 1721 (Del. 1987)—18:3
- Nelson v. Todd's Ltd., 426 N.W.2d 120, 89 A.L.R.4th 1 (Iowa 1988)—18:10
- Neogen Corp. v. Neo Gen Screening, Inc., 282 F.3d 883, 2002 FED App. 0080P (6th Cir. 2002)—26:6
- New Amsterdam Cas. Co. v. Lundquist, 293 Minn. 274, 198 N.W.2d 543 (1972)—15:49
- Newell Companies, Inc. v. Kenney Mfg. Co., 864 F.2d 757 (Fed. Cir. 1988)—24:19
- New Kids on the Block v. News America Pub., Inc., 971 F.2d 302 (9th Cir. 1992)—5:18
- Newman v. General Motors Corp., 228 Fed. Appx. 245 (3d Cir. 2007)—9:13
- Newport Electronics, Inc. v. Newport Corp., 157 F. Supp. 2d 202 (D. Conn. 2001)—23:11
- Newport News Industrial v. Dynamic Testing, Inc., 130 F. Supp. 2d 745 (E.D. Va. 2001)—4:18
- New York Telephone Co. v. Gulf Oil Corp., 203 A.D.2d 26, 603 N.Y.S.2d 244 (1st Dep't 1994)—16:9
- New York Times Co., Inc. v. Tasini, 533 U.S. 483, 121 S. Ct. 2381, 150 L. Ed. 2d 500, 5 A.L.R. Fed. 2d 623 (2001)—2:21
- Nichols v. Universal Pictures Corporation, 45 F.2d 119 (C.C.A. 2d Cir. 1930)—22:11
- Nintendo of America, Inc. v. Lewis Galoob Toys, Inc., 16 F.3d 1032, 28 Fed. R. Serv. 3d 74 (9th Cir. 1994)—22:10
- Nissim Corp. v. ClearPlay, Inc., 351 F. Supp. 2d 1343 (S.D. Fla. 2004)—24:19
- NLFC, Inc. v. Devcom Mid-America, Inc., 45 F.3d 231 (7th Cir. 1995)—22:5
- Noah v. AOL Time Warner, Inc., 261 F. Supp. 2d 532 (E.D. Va. 2003)—8:29
- Nordic Inn Condominium Owners' Ass'n v. Ventullo, 151 N.H. 571, 864 A.2d 1079 (2004)—23:11

TABLE OF CASES

- North American Medical Corp. v. Axiom Worldwide, Inc., 522 F.3d 1211 (11th Cir. 2008)—5:17, 23:7
- Northern Telecom, Inc. v. Data-point Corp., 908 F.2d 931 (Fed. Cir. 1990)—3:6
- North Pacifica, LLC v. City of Pacifica, 274 F. Supp. 2d 1118 (N.D. Cal. 2003)—27:1
- Northrop Grumman Information Technology, Inc. v. U.S., 535 F.3d 1339 (Fed. Cir. 2008)—20:9
- Northwest Airlines, Inc. v. Flight Trails, 3 F.3d 292, 24 U.C.C. Rep. Serv. 2d 94 (8th Cir. 1993)—10:4
- Nova Chemicals, Inc. v. Sekisui Plastics Co., Ltd., 579 F.3d 319 (3d Cir. 2009)—4:12
- Novadigm, Inc. v. Marimba, Inc., 2000 WL 228356 (N.D. Cal. 2000)—3:2
- Novell, Inc. v. Federal Ins. Co., 141 F.3d 983 (10th Cir. 1998)—16:4
- v. Network Trade Center, Inc., 25 F. Supp. 2d 1218, 37 U.C.C. Rep. Serv. 2d 528 (D. Utah 1997)—18:31
- Nursing Home Pension Fund, Local 144 v. Oracle Corp., 380 F.3d 1226 (9th Cir. 2004)—10:6
- NXIVM Corp. v. Ross Institute, 364 F.3d 471 (2d Cir. 2004)—22:42
- Pub. Co., 924 F. Supp. 918 (D. Minn. 1996)—2:15
- O'Bar v. Lowe's Home Centers, Inc., 2007 WL 1299180 (W.D. N.C. 2007)—9:10
- OBH, Inc. v. Spotlight Magazine, Inc., 86 F. Supp. 2d 176 (W.D. N.Y. 2000)—23:6
- Ocean Bio-Chem, Inc. v. Turner Network Television, Inc., 741 F. Supp. 1546 (S.D. Fla. 1990)—5:5
- Oddo v. Ries, 743 F.2d 630 (9th Cir. 1984)—2:39, 2:42, 3:35
- Odetics, Inc. v. Storage Technology Corp., 135 F.3d 1259 (Fed. Cir. 1999)—24:11
- Office Depot Inc. v. Zuccarini, 596 F.3d 696 (9th Cir. 2010)—25:6
- Office Supply Co., Inc. v. Basic/ Four Corp., 538 F. Supp. 776, 34 U.C.C. Rep. Serv. 857 (E.D. Wis. 1982)—15:38, 18:7
- Oklahoma, ex rel. Edmondson, 2007 WL 1498973 (N.D. Okla. 2007)—9:11
- Olander v. Compass Bank, 363 F.3d 560 (5th Cir. 2004)—4:17
- 1-800 Contacts, Inc. v. WhenU.com, 309 F. Supp. 2d 467, 195 A.L.R. Fed. 641 (S.D. N.Y. 2003)—23:3
- v. WhenU.Com, Inc., 414 F.3d 400 (2d Cir. 2005)—5:17, 23:7
- Orbit One Communications, Inc. v. Numerex Corp., 692 F. Supp. 2d 373 (S.D. N.Y. 2010)—4:21
- Origins Natural Resources, Inc. v. Kotler, 133 F. Supp. 2d 1232 (D.N.M. 2001)—26:7
- Orthokinetics, Inc. v. Safety

O

- Oacis Health Care Systems, Inc. v. Allcare Health Management Systems, Inc., 2000 WL 550040 (N.D. Cal. 2000)—3:2
- Oasis Pub. Co., Inc. v. West

LAW AND BUSINESS OF COMPUTER SOFTWARE

- Travel Chairs, Inc., 806 F.2d 1565 (Fed. Cir. 1986)—24:19
- Osage Glass, Inc. v. Donovan, 693 S.W.2d 71 (Mo. 1985)—4:4
- Oskar Systems, LLC v. Club Speed, Inc., 745 F. Supp. 2d 1155 (C.D. Cal. 2010)—2:41
- Otto Fabric, Inc., In re, 55 B.R. 654, 1 U.C.C. Rep. Serv. 2d 211 (Bankr. D. Kan. 1985)—3:39
- Overhead Door Corp. v. Chamberlain Group, Inc., 194 F.3d 1261 (Fed. Cir. 1999)—3:2, 24:11, 24:12
- P**
- PACCAR Inc. v. TeleScan Technologies, L.L.C., 319 F.3d 243, 2003 FED App. 0040P (6th Cir. 2003)—5:17
- Pacific Gas and Elec. Co. v. U.S., 69 Fed. Cl. 784 (2006)—9:13
- Pacific Sky Supply, Inc. v. Department of Air Force, 34 Cont. Cas. Fed. (CCH) P 75371, 1987 WL 18214 (D.D.C. 1987)—4:12
- Pagano v. Oroville Hosp., 145 F.R.D. 583 (E.D. Cal. 1993)—9:13
- Panavision Intern., L.P. v. Toeppen, 141 F.3d 1316 (9th Cir. 1998)—5:7, 23:3, 26:2, 26:7
- v. Toeppen, 945 F. Supp. 1296 (C.D. Cal. 1996)—23:3
- Panduit Corp. v. Dennison Mfg. Co., 810 F.2d 1561 (Fed. Cir. 1987)—3:11
- Paragon Podiatry Laboratory, Inc. v. KLM Laboratories, Inc., 984 F.2d 1182 (Fed. Cir. 1993)—3:20, 3:26
- Paramount Pictures Corp. v. Video Broadcasting Systems, Inc., 724 F. Supp. 808 (D. Kan. 1989)—22:4
- Pardo, In re, 684 F.2d 912 (C.C.P.A. 1982)—3:4
- Parisi v. Netlearning, Inc., 139 F. Supp. 2d 745 (E.D. Va. 2001)—23:14
- Parker v. Flook, 437 U.S. 584, 98 S. Ct. 2522, 57 L. Ed. 2d 451 (1978)—3:4, 3:5
- v. Google, Inc., 242 Fed. Appx. 833 (3d Cir. 2007)—22:35
- v. Google, Inc., 422 F. Supp. 2d 492 (E.D. Pa. 2006)—22:35
- PatentWizard, Inc. v. Kinko's, Inc., 163 F. Supp. 2d 1069 (D.S.D. 2001)—8:30
- Pavlovich v. Superior Court, 29 Cal. 4th 262, 127 Cal. Rptr. 2d 329, 58 P.3d 2 (2002)—26:5
- Payton v. New Jersey Turnpike Authority, 148 N.J. 524, 691 A.2d 321 (1997)—27:5
- PC Connector Solutions LLC v. SmartDisk Corp., 406 F.3d 1359 (Fed. Cir. 2005)—24:7
- Peabody v. Norfolk, 98 Mass. 452, 1868 WL 5299 (1868)—4:1
- Pearl Investments, LLC v. Standard I/O, Inc., 257 F. Supp. 2d 326, 50 U.C.C. Rep. Serv. 2d 377 (D. Me. 2003)—22:15, 22:21
- Pearson v. Miller, 211 F.3d 57, 53 Fed. R. Evid. Serv. 1309 (3d Cir. 2000)—27:7
- Pebble Beach Co. v. Tour 18 I Ltd., 155 F.3d 526 (5th Cir. 1998)—5:18
- Peerless Pattern Co. v. Pictorial Review Co., 147 A.D. 715, 132 N.Y.S. 37 (1st Dep't 1911)—4:17

TABLE OF CASES

- Peerless Wall and Window Coverings, Inc. v. Synchronics, Inc., 85 F. Supp. 2d 519, 41 U.C.C. Rep. Serv. 2d 462 (W.D. Pa. 2000)—18:30
- Penalty Kick Management Ltd. v. Coca Cola Co., 318 F.3d 1284 (11th Cir. 2003)—4:12
- Pennoyer v. Neff, 95 U.S. 714, 24 L. Ed. 565, 1877 WL 18188 (1877)—25:1, 26:1
- Pennwalt Corp. v. Durand-Wayland, Inc., 833 F.2d 931 (Fed. Cir. 1987)—24:12
- Pension Committee of University of Montreal Pension Plan v. Banc of America Securities, 685 F. Supp. 2d 456 (S.D. N.Y. 2010)—9:14
- Pentec, Inc. v. Graphic Controls Corp., 776 F.2d 309 (Fed. Cir. 1985)—3:13
- People for Ethical Treatment of Animals v. Doughney, 263 F.3d 359 (4th Cir. 2001)—23:3, 23:7, 25:8
- People for Ethical Treatment of Animals, Inc. v. Doughney, 113 F. Supp. 2d 915 (E.D. Va. 2000)—23:10, 23:11, 23:12
- Pepper v. International Gaming Systems, LLC, 312 F. Supp. 2d 853 (N.D. Miss. 2004)—2:41
- PepsiCo, Inc. v. Redmond, 54 F.3d 1262 (7th Cir. 1995)—4:17
- Perceptron, Inc. v. Sensor Adaptive Machines, Inc., 221 F.3d 913, 2000 FED App. 0247P (6th Cir. 2000)—4:17
- Peregrine Entertainment, Ltd., In re, 116 B.R. 194, 11 U.C.C. Rep. Serv. 2d 1025 (C.D. Cal. 1990)—2:43
- Perfect 10 v. Google, Inc., 416 F. Supp. 2d 828 (C.D. Cal. 2006)—22:22
- Perfect 10, Inc. v. Amazon.com, Inc., 487 F.3d 701 (9th Cir. 2007)—22:22, 22:24, 22:27, 22:35
- v. CCBill LLC, 488 F.3d 1102 (9th Cir. 2007)—22:29
- v. Cybernet Ventures, Inc., 213 F. Supp. 2d 1146 (C.D. Cal. 2002)—8:5
- v. Visa Intern. Service Ass'n, 494 F.3d 788 (9th Cir. 2007)—22:24
- Perkin-Elmer Corp. v. Westinghouse Elec. Corp., 822 F.2d 1528 (Fed. Cir. 1987)—24:12
- Perkins v. Benguet Consol. Min. Co., 342 U.S. 437, 72 S. Ct. 413, 96 L. Ed. 485, 63 Ohio L. Abs. 146 (1952)—26:2
- Pete Rinaldi's Fast Foods, Inc. v. Great American Ins. Companies, 123 F.R.D. 198 (M.D. N.C. 1988)—9:13
- Pfaff v. Wells Electronics, Inc., 525 U.S. 55, 119 S. Ct. 304, 142 L. Ed. 2d 261 (1998)—3:17
- Phenylpropanolamine (PPA) Products Liability Litigation, In re, 460 F.3d 1217 (9th Cir. 2006)—9:14
- Philip Morris, Inc. v. Reilly, 312 F.3d 24 (1st Cir. 2002)—4:9
- Phillips v. AWH Corp., 415 F.3d 1303 (Fed. Cir. 2005)—24:7, 24:8, 24:10
- Phonometrics, Inc. v. Hospitality Franchise Systems, Inc., 203 F.3d 790, 45 Fed. R. Serv. 3d 1335 (Fed. Cir. 2000)—24:2
- v. Northern Telecom Inc., 133

LAW AND BUSINESS OF COMPUTER SOFTWARE

- F.3d 1459 (Fed. Cir. 1998)—24:7
- Pickett v. Prince, 207 F.3d 402 (7th Cir. 2000)—2:41
- Pinehurst, Inc. v. Wick, 256 F. Supp. 2d 424 (M.D. N.C. 2003)—23:12
- Pioneer Ford Sales, Inc., In re, 729 F.2d 27 (1st Cir. 1984)—18:16
- Pittman v. Dow Jones & Co., Inc., 662 F. Supp. 921 (E.D. La. 1987)—8:25
- Pittsburgh Terminal Corp. v. Mid Allegheny Corp., 831 F.2d 522 (4th Cir. 1987)—25:1
- Planned Parenthood Federation of America, Inc. v. Bucci, 42 U.S.P.Q.2d 1430, 1997 WL 133313 (S.D. N.Y. 1997)—23:6
- Playboy Enterprises, Inc. v. Asiafocus Intern., Inc., 1998 WL 724000 (E.D. Va. 1998)—23:3
- v. Calvin Designer Label, 385 F. Supp. 1220 (N.D. Cal. 1997)—5:17
- v. Chuckleberry Pub., Inc., 939 F. Supp. 1032 (S.D. N.Y. 1996)—26:5
- v. Dumas, 53 F.3d 549, 132 A.L.R. Fed. 703 (2d Cir. 1995)—2:36
- v. Netscape Communications Corp., 354 F.3d 1020 (9th Cir. 2004)—5:17, 23:3
- v. Welles, 279 F.3d 796, 197 A.L.R. Fed. 601 (9th Cir. 2002)—5:18
- v. Welles, 7 F. Supp. 2d 1098 (S.D. Cal. 1998)—5:17
- P.N.A. Const. Technologies, Inc. v. McTech Group, Inc., 2006 WL 738721 (N.D. Ga. 2006)—24:19
- Polaroid Corp. v. Eastman Kodak Co., 16 U.S.P.Q.2d 1481, 1990 WL 324105 (D. Mass. 1990)—1:13, 24:19
- v. Polarad Elecs. Corp., 287 F.2d 492, 4 Fed. R. Serv. 2d 81 (2d Cir. 1961)—5:5, 23:7
- Polymer Technology Corp. v. Mimran, 37 F.3d 74 (2d Cir. 1994)—23:8
- v. Mimran, 975 F.2d 58 (2d Cir. 1992)—5:18, 23:8
- Pomerantz v. Microsoft Corp., 50 P.3d 929 (Colo. App. 2002)—18:12
- Porsche Cars North America, Inc. v. Porsch.Com, 51 F. Supp. 2d 707 (E.D. Va. 1999)—25:3
- v. Porsche.net, 302 F.3d 248 (4th Cir. 2002)—5:7, 25:5, 25:8
- Portal Software, Inc. Securities Litigation, In re, 2005 WL 1910923 (N.D. Cal. 2005)—10:6
- Positive Black Talk Inc. v. Cash Money Records, Inc., 394 F.3d 357, 65 Fed. R. Evid. Serv. 1366 (5th Cir. 2004)—2:23
- Positive Software Solutions, Inc. v. New Century Mortgage Corp., 259 F. Supp. 2d 531 (N.D. Tex. 2003)—2:16
- PPG Industries, Inc. v. Guardian Industries Corp., 597 F.2d 1090, 13 Ohio Op. 3d 260, 49 A.L.R. Fed. 878 (6th Cir. 1979)—18:16
- Practice Management Information Corp. v. American Medical Ass'n, 121 F.3d 516 (9th Cir. 1997)—2:16
- Prairie Production, Inc. v. Agchem Division-Pennwalt

TABLE OF CASES

- Corp., 514 N.E.2d 1299, 5 U.C.C. Rep. Serv. 2d 83 (Ind. Ct. App. 1987)—18:10
- Prestonettes, Inc., v. Coty, 264 U.S. 359, 44 S. Ct. 350, 68 L. Ed. 731 (1924)—5:18
- Priebe & Sons v. U.S., 332 U.S. 407, 68 S. Ct. 123, 92 L. Ed. 32 (1947)—10:4
- Prier v. Refrigeration Engineering Co., 74 Wash. 2d 25, 442 P.2d 621 (1968)—10:4
- Princo Corp. v. International Trade Com'n, 616 F.3d 1318 (Fed. Cir. 2010)—24:18
- Prize Frize, Inc., In re, 32 F.3d 426 (9th Cir. 1994)—18:17
- ProCD, Inc. v. Zeidenberg, 86 F.3d 1447, 29 U.C.C. Rep. Serv. 2d 1109 (7th Cir. 1996)—2:16, 2:21, 18:24, 20:9
- Productivity Software Intern., Inc. v. Healthcare Technologies, Inc., 37 U.S.P.Q.2d 1036, 1995 WL 437526 (S.D. N.Y. 1995)—22:13
- Promatek Industries, Ltd. v. Equitrac Corp., 300 F.3d 808 (7th Cir. 2002)—5:17
- Pro Page Partners, LLC, In re, 2007 WL 1557207 (Bankr. E.D. Tenn. 2007)—16:10
- Public Service Co. of New Hampshire v. Westinghouse Elec. Corp., 685 F. Supp. 1281, 7 U.C.C. Rep. Serv. 2d 1422 (D.N.H. 1988)—18:10
- Puerto Rico Elec. Power Authority, In re, 687 F.2d 501, 34 Fed. R. Serv. 2d 1119 (1st Cir. 1982)—9:8
- Purvis v. Consolidated Energy Products Co., 674 F.2d 217 (4th Cir. 1982)—18:10
- Corp., 514 N.E.2d 1299, 5 U.C.C. Rep. Serv. 2d 83 (Ind. Ct. App. 1987)—18:10
- Q
- Q-Co Industries, Inc. v. Hoffman, 625 F. Supp. 608 (S.D. N.Y. 1985)—22:13
- quad. inc. v. ALN Associates, Inc., 770 F. Supp. 1261 (N.D. Ill. 1991)—2:31
- Quad Environmental Technologies Corp. v. Union Sanitary Dist., 946 F.2d 870 (Fed. Cir. 1991)—24:16
- Qualcomm Inc. v. Broadcom Corp., 2007 WL 2261799 (S.D. Cal. 2007)—9:14
- Quality King Distributors, Inc. v. L'anza Research Intern., Inc., 523 U.S. 135, 118 S. Ct. 1125, 140 L. Ed. 2d 254 (1998)—2:17
- Quantum Corp. v. Rodime, PLC, 65 F.3d 1577 (Fed. Cir. 1995)—24:10
- Qwest Communications Intern., Inc. v. Sonny Corp., 2006 WL 1319451 (W.D. Wash. 2006)—26:6
- R
- Ragen Corp. v. Kearney & Trecker Corp., 912 F.2d 619 (3d Cir. 1990)—18:7
- R&W Technical Services Ltd. v. Commodity Futures Trading Com'n, 205 F.3d 165 (5th Cir. 2000)—8:25
- Rano v. Sipa Press, Inc., 987 F.2d 580 (9th Cir. 1993)—22:7
- Raufast S.A. v. Kicker's Pizzazz, Ltd., 208 U.S.P.Q. 699, 1980 WL 30295 (E.D. N.Y. 1980)—5:6
- Ravisent Technologies, Inc., In re, Fed. Sec. L. Rep. (CCH) P 92871, 2004 WL 1563024 (E.D. Pa. 2004)—10:6

LAW AND BUSINESS OF COMPUTER SOFTWARE

- R.C. Olmstead, Inc., v. CU Interface, LLC, 606 F.3d 262 (6th Cir. 2010)—2:41
- Realnetworks, Inc. v. DVD Copy Control Ass'n, 641 F. Supp. 2d 913 (N.D. Cal. 2009)—22:15
- RealNetworks, Inc. v. Streambox, Inc., 2000 WL 127311 (W.D. Wash. 2000)—22:15, 22:16
- Recording Industry Ass'n of America v. Diamond Multimedia Systems, Inc., 180 F.3d 1072, 178 A.L.R. Fed. 689 (9th Cir. 1999)—22:18
- Recording Industry Ass'n of America, Inc. v. Verizon Internet Services, Inc., 351 F.3d 1229 (D.C. Cir. 2003)—22:19
- Reed Elsevier, Inc. v. Muchnick, 559 U.S. 154, 130 S. Ct. 1237, 176 L. Ed. 2d 18 (2010)—2:23
- Register.com, Inc. v. Verio, Inc., 356 F.3d 393 (2d Cir. 2004)—2:21, 18:22, 22:21
- v. Verio, Inc., 126 F. Supp. 2d 238 (S.D. N.Y. 2000)—18:30
- Reiger v. Price Waterhouse Coopers LLP, 117 F. Supp. 2d 1003 (S.D. Cal. 2000)—10:6
- Religious Technology Center v. Lerma, 24 Media L. Rep. (BNA) 2473, 40 U.S.P.Q.2d 1569, 1996 WL 633131 (E.D. Va. 1996)—22:18
- v. Netcom On-Line Communication Services, Inc., 907 F. Supp. 1361 (N.D. Cal. 1995)—8:1, 22:18, 22:24
- Reminga v. U.S., 448 F. Supp. 445 (W.D. Mich. 1978)—8:12
- Renda Marine, Inc. v. U.S., 58 Fed. Cl. 57 (2003)—9:11
- Renishaw PLC v. Marposs Societa' per Azioni, 158 F.3d 1243 (Fed. Cir. 1998)—24:7
- Reno v. American Civil Liberties Union, 521 U.S. 844, 117 S. Ct. 2329, 138 L. Ed. 2d 874 (1997)—8:28
- Reorganization of Elec. Mut. Liability Ins. Co., Ltd. (Bermuda), Matter of, 425 Mass. 419, 681 N.E.2d 838 (1997)—9:13
- Rescuecom Corp. v. Google Inc., 562 F.3d 123 (2d Cir. 2009)—5:17, 23:7, 25:9
- v. Google, Inc., 456 F. Supp. 2d 393 (N.D. N.Y. 2006)—5:17, 23:3
- Research Corp. Technologies, Inc. v. Microsoft Corp., 627 F.3d 859 (Fed. Cir. 2010)—3:3
- Residential Funding Corp. v. DeGeorge Financial Corp., 306 F.3d 99, 53 Fed. R. Serv. 3d 1105 (2d Cir. 2002)—9:14
- Revell v. Lidov, 317 F.3d 467, 173 Ed. Law Rep. 403 (5th Cir. 2002)—26:5
- Richard O'Brien Companies v. Challenge-Cook Bros., Inc., 672 F. Supp. 466, 5 U.C.C. Rep. Serv. 2d 73 (D. Colo. 1987)—18:10
- Richardson v. Suzuki Motor Co., Ltd., 868 F.2d 1226 (Fed. Cir. 1989)—1:14, 3:28
- Riggs Nat. Bank of Washington, D.C. v. Zimmer, 355 A.2d 709 (Del. Ch. 1976)—27:4
- Righthaven LLC v. Klerks, 2010 WL 3724897 (D. Nev. 2010)—22:35
- v. Realty One Group, Inc., 38 Media L. Rep. (BNA) 2441,

TABLE OF CASES

- 96 U.S.P.Q.2d 1516, 2010 WL 4115413 (D. Nev. 2010)—22:35
- Ringling Bros.-Barnum & Bailey Combined Shows, Inc. v. Utah Div. of Travel Development, 170 F.3d 449 (4th Cir. 1999)—5:7
- Ringling Brothers-Barnum & Bailey Combined Shows, Inc. v. Utah Div. of Travel Development, 955 F. Supp. 605 (E.D. Va. 1997)—5:7
- Ringtrue, Inc. v. McWethy, 2000 WI App 116, 235 Wis. 2d 275, 616 N.W.2d 524 (Ct. App. 2000)—18:3
- Rite-Hite Corp. v. Kelley Co., Inc., 56 F.3d 1538 (Fed. Cir. 1995)—24:19
- Robertson v. Allstate Ins. Co., 1999 WL 179754 (E.D. Pa. 1999)—27:3
- Robotic Vision Systems, Inc. v. View Engineering, Inc., 112 F.3d 1163 (Fed. Cir. 1997)—3:8
- Roche v. Worldwide Media, Inc., 90 F. Supp. 2d 714 (E.D. Va. 2000)—26:5
- Roman v. City of New York, 110 Misc. 2d 799, 442 N.Y.S.2d 945 (Sup 1981)—8:13
- Rosenstein v. Standard & Poor's Corp., 264 Ill. App. 3d 818, 201 Ill. Dec. 233, 636 N.E.2d 665 (1st Dist. 1993)—8:25, 8:26
- Rothey v. Walker Bank & Trust Co., 754 P.2d 1222 (Utah 1988)—15:48
- Royal v. Leading Edge Products, Inc., 833 F.2d 1 (1st Cir. 1987)—22:7
- RRX Industries, Inc. v. Lab-Con, Inc., 772 F.2d 543, 41 U.C.C. Rep. Serv. 1561 (9th Cir. 1985)—18:3, 18:7
- Rubloff Inc. v. Donahue, 31 U.S.P.Q.2d 1046, 1994 WL 161098 (N.D. Ill. 1994)—2:39
- Ruckelshaus v. Monsanto Co., 467 U.S. 986, 104 S. Ct. 2862, 81 L. Ed. 2d 815 (1984)—4:9, 4:12
- Russian Entertainment Wholesale, Inc. v. Close-Up Intern., Inc., 767 F. Supp. 2d 392 (E.D. N.Y. 2011)—22:15
- Russ Stonier, Inc. v. Droz Wood Co., 52 F.R.D. 232 (E.D. Pa. 1971)—4:4

**S**

- Sagent Technology, Inc., Derivative Litigation, In re, 278 F. Supp. 2d 1079 (N.D. Cal. 2003)—10:2, 10:3, 10:6
- Sage Products, Inc. v. Devon Industries, Inc., 126 F.3d 1420 (Fed. Cir. 1997)—24:8
- Salinger v. Colting, 607 F.3d 68 (2d Cir. 2010)—22:42
- Saloomey v. Jeppesen & Co., 707 F.2d 671 (2d Cir. 1983)—8:7
- Salt River Project Agr. Imp. and Power Dist. v. Westinghouse Elec. Corp., 143 Ariz. 368, 694 P.2d 198, 40 U.C.C. Rep. Serv. 418 (1984)—18:10
- Samaritan Foundation v. Goodfarb, 176 Ariz. 497, 862 P.2d 870, 26 A.L.R.5th 893 (1993)—27:5
- Sanders v. Acclaim Entertainment, Inc., 188 F. Supp. 2d 1264, 163 Ed. Law Rep. 224 (D. Colo. 2002)—8:23, 8:24

LAW AND BUSINESS OF COMPUTER SOFTWARE

- Sasnett v. Convergent Media Systems, Inc., 1997 WL 33142149 (D. Mass. 1997)—2:33
- Savin Corp. v. Savin Group, 391 F.3d 439 (2d Cir. 2004)—5:17
- Schering Corp. v. Amgen Inc., 222 F.3d 1347 (Fed. Cir. 2000)—24:7
- Schiller & Schmidt, Inc. v. Nor-disco Corp., 969 F.2d 410 (7th Cir. 1992)—2:36
- Schmidheiny v. Weber, 319 F.3d 581 (3d Cir. 2003)—23:10
- Schmidt, Long & Assoc., Inc. v. Aetna U.S. Healthcare, Inc., 26 Employee Benefits Cas. (BNA) 1828, 2001 WL 605199 (E.D. Pa. 2001)—27:3
- Schneider v. Amazon.com, Inc., 108 Wash. App. 454, 31 P.3d 37 (Div. 1 2001)—8:30
- Schoenberg v. Shapolsky Pub-lishers, Inc., 971 F.2d 926, 23 Fed. R. Serv. 3d 986, 119 A.L.R. Fed. 723 (2d Cir. 1992)—22:7
- Schoolhouse, Inc. v. Anderson, 275 F.3d 726, 160 Ed. Law Rep. 298 (2d Cir. 2002)—2:16
- Schrader, In re, 22 F.3d 290 (Fed. Cir. 1994)—3:4
- Schulenburg v. Signatrol, Inc., 33 Ill. 2d 379, 212 N.E.2d 865 (1965)—4:17
- Schwarzenegger v. Fred Martin Motor Co., 374 F.3d 797 (9th Cir. 2004)—26:2, 26:7
- Scotts Co. LLC v. Liberty Mut. Ins. Co., 2007 WL 1723509 (S.D. Ohio 2007)—9:12
- Scripps Clinic & Research Foun-dation v. Genentech, Inc., 927 F.2d 1565 (Fed. Cir. 1991)—24:3
- Seagate Technology, LLC, In re, 497 F.3d 1360 (Fed. Cir. 2007)—24:15
- Seagate Technology, LLC, In re, 214 Fed. Appx. 997 (Fed. Cir. 2007)—27:10
- Seal-Flex, Inc. v. Athletic Track and Court Const., 98 F.3d 1318 (Fed. Cir. 1996)—3:17
- Sealed Case, In re, 676 F.2d 793, 10 Fed. R. Evid. Serv. 490, 33 Fed. R. Serv. 2d 1778 (D.C. Cir. 1982)—27:9
- Sears, Roebuck and Co. v. Em-ployers Ins. of Wausau, 585 F. Supp. 739 (N.D. Ill. 1983)—3:10
- S.E.C. v. Brady, Fed. Sec. L. Rep. (CCH) P 93885, 2006 WL 1310320 (N.D. Tex. 2006)—10:6
- v. Cassano, 189 F.R.D. 83 (S.D. N.Y. 1999)—9:13
- v. Intelliquis Intern., Inc., 2003 WL 23356426 (D. Utah 2003)—10:6
- Securities and Exchange Com-mission Release Notice, Re-lease No. 34, Release No. 1350, Release No. 43724—10:3, 10:6
- Sega Enterprises Ltd. v. Ac-colade, Inc., 977 F.2d 1510 (9th Cir. 1992)—22:8, 22:36
- v. MAPHIA, 948 F. Supp. 923 (N.D. Cal. 1996)—22:25
- v. Sabella, 1997 Copr. L. Dec. P 27648, 1996 WL 780560 (N.D. Cal. 1996)—22:25
- Sensonics, Inc. v. Aerosonic Corp., 81 F.3d 1566 (Fed. Cir. 1996)—24:19
- Sequa Coatings Corp. v. North-ern Indiana Commuter

TABLE OF CASES

- Transp. Dist., 796 N.E.2d 1216 (Ind. Ct. App. 2003)—15:49
- Seroquel Products Liability Litigation, In re, 244 F.R.D. 650 (M.D. Fla. 2007)—9:3, 9:14
- Service & Training, Inc. v. Data General Corp., 963 F.2d 680 (4th Cir. 1992)—2:31, 18:12, 22:5
- Sewall v. Walters, 21 F.3d 411 (Fed. Cir. 1994)—3:35
- Sewell, Sewell, Otto and Sewell v. 20th Century Homes, Inc., 496 So. 2d 1094 (La. Ct. App. 4th Cir. 1986)—10:4
- Shaffer v. Heitner, 433 U.S. 186, 97 S. Ct. 2569, 53 L. Ed. 2d 683 (1977)—25:1
- Shalala v. Guernsey Memorial Hosp., 514 U.S. 87, 115 S. Ct. 1232, 131 L. Ed. 2d 106 (1995)—10:2
- Shamrock Foods Co. v. Gast, 535 F. Supp. 2d 962 (D. Ariz. 2008)—4:21
- Shapiro & Son Bedspread Corp. v. Royal Mills Associates, 764 F.2d 69 (2d Cir. 1985)—2:11
- Shellmar Products Co. v. Allen-Qualley Co., 87 F.2d 104 (C.C.A. 7th Cir. 1936)—4:15
- Sheridan Transp. Co. v. U.S., 897 F.2d 795 (5th Cir. 1990)—8:12
- v. U.S., 834 F.2d 467 (5th Cir. 1987)—8:12
- Shields v. Zuccarini, 254 F.3d 476 (3d Cir. 2001)—23:10, 23:11
- Shri Ram Mission v. Sahajmarg.org, 139 F. Supp. 2d 721 (E.D. Va. 2001)—25:7
- Sid & Marty Krofft Television Productions, Inc. v. McDonald's Corp., 562 F.2d 1157 (9th Cir. 1977)—2:41
- Siena v. Microsoft Corp., 796 A.2d 461 (R.I. 2002)—18:12
- Sierra Diesel Injection Service, Inc. v. Burroughs Corp., Inc., 874 F.2d 653, 8 U.C.C. Rep. Serv. 2d 617 (9th Cir. 1989)—15:38
- SI Handling Systems, Inc. v. Heisley, 753 F.2d 1244 (3d Cir. 1985)—4:5, 4:20
- Simmons v. Farmers Ins. Group, 877 P.2d 1255 (Utah Ct. App. 1994)—16:5
- Sinclair v. Aquarius Electronics, Inc., 42 Cal. App. 3d 216, 116 Cal. Rptr. 654 (1st Dist. 1974)—4:4
- SiRF Technology, Inc. v. International Trade Com'n, 601 F.3d 1319 (Fed. Cir. 2010)—3:5
- Site Pro-1, Inc. v. Better Metal, LLC, 506 F. Supp. 2d 123 (E.D. N.Y. 2007)—5:17
- Sjolund v. Musland, 847 F.2d 1573 (Fed. Cir. 1988)—3:13
- Smith v. Linn, 386 Pa. Super. 392, 563 A.2d 123 (1989)—8:15
- Smith Gardner Securities Litigation, In re, 214 F. Supp. 2d 1291 (S.D. Fla. 2002)—10:6
- SmithKline Beecham Corp. v. Apotex Corp., 232 F.R.D. 467 (E.D. Pa. 2005)—9:13
- S. Morantz, Inc. v. Hang & Shine Ultrasonics, Inc., 79 F. Supp. 2d 537 (E.D. Pa. 1999)—26:6
- SNA, Inc. v. Array, 51 F. Supp. 2d 554 (E.D. Pa. 1999)—5:17

LAW AND BUSINESS OF COMPUTER SOFTWARE

- Softel, Inc. v. Dragon Medical and Scientific Communications, Inc., 118 F.3d 955, 38 Fed. R. Serv. 3d 623 (2d Cir. 1997)—22:13, 22:41
- SoftMan Products Co., LLC v. Adobe Systems, Inc., 171 F. Supp. 2d 1075, 45 U.C.C. Rep. Serv. 2d 945 (C.D. Cal. 2001)—2:21
- Solomons v. U.S., 26 Ct. Cl. 620, 137 U.S. 342, 11 S. Ct. 88, 34 L. Ed. 667 (1890)—3:30
- Sony Computer Entertainment America, Inc. v. Bleem, LLC, 214 F.3d 1022 (9th Cir. 2000)—22:35
- Sony Computer Entertainment, Inc. v. Connectix Corp., 203 F.3d 596, 180 A.L.R. Fed. 655 (9th Cir. 2000)—22:8, 22:35
- Sony Corp. of America v. Universal City Studios, Inc., 464 U.S. 417, 104 S. Ct. 774, 78 L. Ed. 2d 574 (1984)—2:13, 2:18, 22:13, 22:24, 22:27, 22:35, 23:8
- S.O.S., Inc. v. Payday, Inc., 886 F.2d 1081 (9th Cir. 1989)—2:17, 2:31, 2:39, 4:16, 22:2
- Southern Natural Gas Co. v. Pontchartrain Materials, Inc., 711 F.2d 1251 (5th Cir. 1983)—8:12
- Southwall Technologies, Inc. v. Cardinal IG Co., 54 F.3d 1570 (Fed. Cir. 1995)—24:9
- Southwest Airlines Co. v. Board-First, L.L.C., 2007 WL 4823761 (N.D. Tex. 2007)—2:21
- Southwest Stainless, LP v. Sappington, 582 F.3d 1176 (10th Cir. 2009)—4:12
- Spagnol Enterprises, Inc. v. Digital Equipment Corp., 390 Pa. Super. 372, 568 A.2d 948, 11 U.C.C. Rep. Serv. 2d 49 (1989)—17:6
- Spalding Sports Worldwide, Inc., In re, 203 F.3d 800 (Fed. Cir. 2000)—27:5
- Sparks v. St. Paul Ins. Co., 100 N.J. 325, 495 A.2d 406 (1985)—16:2
- Spear, Leeds, & Kellogg v. Rosado, 122 F. Supp. 2d 403 (S.D. N.Y. 2000)—23:10
- Specht v. Netscape Communications Corp., 306 F.3d 17, 48 U.C.C. Rep. Serv. 2d 761 (2d Cir. 2002)—2:21, 18:3, 18:31
- v. Netscape Communications Corp., 150 F. Supp. 2d 585, 45 U.C.C. Rep. Serv. 2d 1 (S.D. N.Y. 2001)—18:30
- Sperry Rand Corp. v. Rothlein, 241 F. Supp. 549 (D. Conn. 1964)—4:17
- Sports Authority Michigan, Inc. v. Justballs, Inc., 97 F. Supp. 2d 806 (E.D. Mich. 2000)—26:6
- Sporty's Farm L.L.C. v. Sportsman's Market, Inc., 202 F.3d 489 (2d Cir. 2000)—23:9, 23:10, 23:11
- Standard Oil Co. v. American Cyanamid Co., 774 F.2d 448 (Fed. Cir. 1985)—3:11
- Standard Parts Co. v. Peck, 264 U.S. 52, 44 S. Ct. 239, 68 L. Ed. 560, 32 A.L.R. 1033 (1924)—3:30
- Standing Stone Media, Inc. v. Indiancountrytoday.com, 193 F. Supp. 2d 528 (N.D. N.Y. 2002)—25:5
- Star Furniture Co. v. Pulaski Furniture Co., 171 W. Va.

TABLE OF CASES

- 79, 297 S.E.2d 854 (1982)—18:10
- State v. Kelley, 206 Conn. 323, 537 A.2d 483 (1988)—18:3
- v. Serstock, 402 N.W.2d 514 (Minn. 1987)—27:8
- State by Humphrey v. Granite Gate Resorts, Inc., 1996 WL 767431 (Minn. Dist. Ct. 1996)—26:5
- State Farm Fire and Cas. Co. v. Steinberg, 393 F.3d 1226 (11th Cir. 2004)—4:4
- State Street Bank & Trust Co. v. Signature Financial Group, Inc, 149 F.3d 1368 (Fed. Cir. 1998)—3:4, 3:5, 15:43, 24:11
- State Street Bank and Trust Co. v. Signature Financial Group, Inc., 927 F. Supp. 502 (D. Mass. 1996)—3:5
- Step-Saver Data Systems, Inc. v. Wyse Technology, 939 F.2d 91, 15 U.C.C. Rep. Serv. 2d 1 (3d Cir. 1991)—18:23
- v. Wyse Technology, 912 F.2d 643, 12 U.C.C. Rep. Serv. 2d 343 (3d Cir. 1990)—16:5
- Stewart v. Aberd, 495 U.S. 207, 110 S. Ct. 1750, 109 L. Ed. 2d 184 (1990)—2:38, 2:41
- Storage Technology Corp. v. Custom Hardware Engineering & Consulting, Inc., 421 F.3d 1307 (Fed. Cir. 2005)—4:7, 22:6, 22:7
- St. Paul Surplus Lines Ins. Co. v. Halliburton Energy Services, Inc., 445 F.3d 820 (5th Cir. 2006)—16:9
- Strategy Source, Inc. v. Lee, 233 F. Supp. 2d 1 (D.D.C. 2002)—2:23
- Stratoflex, Inc. v. Aeroquip Corp., 713 F.2d 1530 (Fed. Cir. 1983)—3:13
- Stratton Oakmont, Inc. v. Prodigy Services Co., 23 Media L. Rep. (BNA) 1794, 1995 WL 323710 (N.Y. Sup 1995)—1:10
- Strauss v. Hearst Corp., 8 U.S.P.Q.2d 1832, 1988 WL 18932 (S.D. N.Y. 1988)—2:39
- Streetwise Maps, Inc. v. Vandam, Inc., 159 F.3d 739 (2d Cir. 1998)—2:27, 2:41
- Suffolk, New York, County of v. First American Real Estate Solutions, 261 F.3d 179 (2d Cir. 2001)—2:16
- Sullivan v. Naturalis, Inc., 5 F.3d 1410 (11th Cir. 1993)—22:7
- v. U.S., 299 F. Supp. 621 (N.D. Ala. 1968)—8:12
- Sun Microsystems, Inc. v. Microsoft Corp., 188 F.3d 1115 (9th Cir. 1999)—2:17
- Sunseri v. RKO-Stanley Warner Theatres, Inc., 248 Pa. Super. 111, 374 A.2d 1342, 22 U.C.C. Rep. Serv. 41 (1977)—18:5
- Surface Technology, Inc. v. U.S. Intern. Trade Com'n, 4 Fed. Cir. (T) 156, 801 F.2d 1336 (1986)—24:16
- Surgidev Corp. v. Eye Technology, Inc., 828 F.2d 452 (8th Cir. 1987)—4:16
- Sweet Music, Inc. v. Melrose Music Corp., 189 F. Supp. 655 (S.D. Cal. 1960)—2:39
- Swidler & Berlin v. U.S., 524 U.S. 399, 118 S. Ct. 2081, 141 L. Ed. 2d 379, 49 Fed. R. Evid. Serv. 1, 40 Fed. R. Serv. 3d 745, 159 A.L.R. Fed. 729 (1998)—27:2, 27:7

LAW AND BUSINESS OF COMPUTER SOFTWARE

- Symbol Technologies, Inc. v. Metrologic Instruments, Inc., 771 F. Supp. 1390 (D.N.J. 1991)—24:19
- Synercom Technology, Inc. v. University Computing Co., 462 F. Supp. 1003 (N.D. Tex. 1978)—2:24, 2:31
- Synergistic Technologies, Inc. v. IDB Mobile Communications, Inc., 871 F. Supp. 24, 27 U.C.C. Rep. Serv. 2d 428 (D.D.C. 1994)—22:38
- Syntex Laboratories, Inc. v. Norwich Pharmacal Co., 315 F. Supp. 45 (S.D. N.Y. 1970)—5:6
- T**
- T-Peg, Inc. v. Vermont Timber Works, Inc., 459 F.3d 97 (1st Cir. 2006)—2:41
- Talbot v. Marshfield, 1865 WL 6304 (U.K. Ct. Ch. 1865)—27:4
- v. Quaker-State Oil Refining Co., 104 F.2d 967 (C.C.A. 3d Cir. 1939)—3:35
- Tarczy-Hornoch, Application of, 397 F.2d 856 (C.C.P.A. 1968)—3:4
- Taylor v. Babbitt, 760 F. Supp. 2d 80 (D.D.C. 2011)—4:12
- v. Sturgell, 553 U.S. 880, 128 S. Ct. 2161, 171 L. Ed. 2d 155 (2008)—4:12
- T. B. Harms Co. v. Eliscu, 339 F.2d 823 (2d Cir. 1964)—22:7
- TCTIP Holding Co., Inc. v. Haar Communications, Inc., 244 F.3d 88 (2d Cir. 2001)—23:6
- Technicon Medical Information Systems Corp. v. Green Bay Packaging Inc., 687 F.2d 1032 (7th Cir. 1982)—2:6
- Tedder Boat Ramp Systems, Inc. v. Hillsborough County, Fla., 54 F. Supp. 2d 1300 (M.D. Fla. 1999)—2:29, 4:13
- Teets v. Chromalloy Gas Turbine Corp., 83 F.3d 403 (Fed. Cir. 1996)—3:31
- TELCO Communications v. An Apple A Day, 977 F. Supp. 404 (E.D. Va. 1997)—26:5
- Telex Corp. v. International Business Machines Corp., 510 F.2d 894 (10th Cir. 1975)—4:3
- Terlep v. Brinkmann Corp., 418 F.3d 1379 (Fed. Cir. 2005)—3:9
- Texas Digital Systems, Inc. v. Telegenix, Inc., 308 F.3d 1135 (Fed. Cir. 2002)—24:10
- Texas Instruments, Inc. v. U.S. Intern. Trade Com'n, 6 Fed. Cir. (T) 128, 6 Fed. Cir. (T) 150, 846 F.2d 1369 (1988)—24:12
- Therasense, Inc. v. Becton, Dickinson and Co., 593 F.3d 1289 (Fed. Cir. 2010)—3:13
- Thomas v. Union Carbide Agr. Products Co., 473 U.S. 568, 105 S. Ct. 3325, 87 L. Ed. 2d 409 (1985)—4:12
- Thompson v. Consolidated Gas, Elec. Light & Power Co. of Baltimore, 111 F. Supp. 719 (D. Md. 1953)—8:12
- v. Handa-Lopez, Inc., 998 F. Supp. 738 (W.D. Tex. 1998)—26:6
- 321 Studios v. Metro Goldwyn Mayer Studios, Inc., 307 F. Supp. 2d 1085 (N.D. Cal. 2004)—22:15
- 3M v. Pribyl, 259 F.3d 587, 57 Fed. R. Evid. Serv. 802, 50

TABLE OF CASES

- Fed. R. Serv. 3d 534 (7th Cir. 2001)—4:12
- Ticketmaster Corp. v. Tickets.com, Inc., 2000 Copr. L. Dec. P 28146, 2000 WL 1887522 (C.D. Cal. 2000)—2:21
- Ticketmaster L.L.C. v. RMG Technologies, Inc., 507 F. Supp. 2d 1096 (C.D. Cal. 2007)—22:15
- Tiffany Design, Inc. v. Reno-Tahoe Specialty, Inc., 55 F. Supp. 2d 1113 (D. Nev. 1999)—2:31, 2:37
- Tiffany (NJ) Inc. v. eBay Inc., 600 F.3d 93 (2d Cir. 2010)—5:18, 23:8
- Time, Inc. v. Firestone, 424 U.S. 448, 96 S. Ct. 958, 47 L. Ed. 2d 154 (1976)—8:11
- v. Hill, 385 U.S. 374, 87 S. Ct. 534, 17 L. Ed. 2d 456 (1967)—8:24
- TMI, Inc. v. Maxwell, 368 F.3d 433 (5th Cir. 2004)—23:11
- Toro Co. v. White Consol. Industries, Inc., 199 F.3d 1295 (Fed. Cir. 1999)—24:7
- Toronto-Dominion Bank v. Karpachev, 188 F. Supp. 2d 110 (D. Mass. 2002)—23:11
- Total Care Physicians, P.A. v. O'Hara, 798 A.2d 1043 (Del. Super. Ct. 2001)—4:12
- Townshend v. Rockwell Intern. Corp., 55 U.S.P.Q.2d 1011, 2000-1 Trade Cas. (CCH) ¶ 72890, 2000 WL 433505 (N.D. Cal. 2000)—18:12
- Toyota Motor Sales, U.S.A., Inc. v. Tabari, 610 F.3d 1171 (9th Cir. 2010)—5:18
- Toys "R" Us, Inc. v. Akkaoui, 40 U.S.P.Q.2d 1836, 1996 WL 772709 (N.D. Cal. 1996)—23:6
- TP Laboratories, Inc. v. Professional Positioners, Inc., 724 F.2d 965 (Fed. Cir. 1984)—3:20
- Tradescape.com v. Shivaram, 77 F. Supp. 2d 408 (S.D. N.Y. 1999)—22:3
- Trandes Corp. v. Guy F. Atkinson Co., 996 F.2d 655 (4th Cir. 1993)—4:7
- Transparent-Wrap Mach. Corp. v. Stokes & Smith Co., 329 U.S. 637, 67 S. Ct. 610, 91 L. Ed. 563 (1947)—24:18
- Transportation Design and Technology, Inc., In re, 48 B.R. 635, 49 U.C.C. Rep. Serv. 1393 (Bankr. S.D. Cal. 1985)—5:39
- Transper Corp. of America, Inc. v. International Business Machines Corp., Inc., 30 F.3d 953, 24 U.C.C. Rep. Serv. 2d 471 (8th Cir. 1994)—18:10
- Trell v. Marlee Electronics Corp., 912 F.2d 1443 (Fed. Cir. 1990)—24:19
- Tri-Bio Laboratories, Inc. v. U.S., 836 F.2d 135 (3d Cir. 1987)—4:9
- Triad Systems Corp. v. Southeastern Exp. Co., 64 F.3d 1330, 33 Fed. R. Serv. 3d 468 (9th Cir. 1995)—2:17, 22:5
- Triangle Underwriters, Inc. v. Honeywell, Inc., 457 F. Supp. 765, 24 U.C.C. Rep. Serv. 1088 (E.D. N.Y. 1978)—18:10
- Tricom, Inc. v. Electronic Data Systems Corp., 902 F. Supp. 741 (E.D. Mich. 1995)—18:12
- Trim v. Clark Equipment Co.,

LAW AND BUSINESS OF COMPUTER SOFTWARE

- 87 Mich. App. 270, 274 N.W.2d 33 (1978)—15:47
- Trovato, *In re*, 42 F.3d 1376 (Fed. Cir. 1994)—3:4
- Tsiolis v. Interscope Records, Inc., 946 F. Supp. 1344 (N.D. Ill. 1996)—23:6
- Twentieth Century Fox Film Corp. v. Entertainment Distributing, 429 F.3d 869 (9th Cir. 2005)—2:33
- Ty Inc. v. Perryman, 306 F.3d 509 (7th Cir. 2002)—5:7
- U**
- U-Haul Intern., Inc. v. WhenU.com, Inc., 279 F. Supp. 2d 723 (E.D. Va. 2003)—5:17, 22:18, 23:3
- uBID, Inc. v. GoDaddy Group, Inc., 623 F.3d 421 (7th Cir. 2010)—26:6
- Ultramercial, LLC v. Hulu, LLC, 657 F.3d 1323 (Fed. Cir. 2011)—3:5
- UMG Recordings, Inc. v. Augusto, 628 F.3d 1175 (9th Cir. 2011)—2:17
- v. MP3.Com, Inc., 92 F. Supp. 2d 349 (S.D. N.Y. 2000)—22:18, 22:35, 22:40
- v. Shelter Capital Partners LLC, 667 F.3d 1022, 81 Fed. R. Serv. 3d 671 (9th Cir. 2011)—22:29
- Unarco Industries, Inc. v. Kelley Co., Inc., 465 F.2d 1303 (7th Cir. 1972)—18:16
- Under Sea Industries, Inc. v. Dacor Corp., 833 F.2d 1551 (Fed. Cir. 1987)—24:1
- Underwater Devices Inc. v. Morrison-Knudsen Co., Inc., 717 F.2d 1380 (Fed. Cir. 1983)—24:15, 27:10
- United Artists Communications, Inc. v. Corporate Property Investors, 410 N.W.2d 39 (Minn. Ct. App. 1987)—20:9
- United Asset Coverage, Inc. v. Avaya Inc., 409 F. Supp. 2d 1008 (N.D. Ill. 2006)—22:5
- United Greeks, Inc. v. Klein, 2000 WL 554196 (N.D. N.Y. 2000)—23:12
- Universal City Studios, Inc. v. Corley, 273 F.3d 429 (2d Cir. 2001)—22:15, 22:16, 22:23
- v. Reimerdes, 111 F. Supp. 2d 294 (S.D. N.Y. 2000)—22:16, 22:23
- v. Reimerdes, 22 F. Supp. 2d 211 (S.D. N.Y. 2000)—22:15, 22:19
- Universal Communication Systems, Inc. v. Lycos, Inc., 478 F.3d 413 (1st Cir. 2007)—5:18
- Unix System Laboratories, Inc. v. Berkeley Software Design, Inc., 832 F. Supp. 790, 86 Ed. Law Rep. 738 (D.N.J. 1993)—2:6
- Upjohn Co. v. U.S., 1981-1 C.B. 591, 449 U.S. 383, 101 S. Ct. 677, 66 L. Ed. 2d 584, Fed. Sec. L. Rep. (CCH) P 97817, 1980-81 Trade Cas. (CCH) ¶ 63797, 81-1 U.S. Tax Cas. (CCH) P 9138, 7 Fed. R. Evid. Serv. 785, 30 Fed. R. Serv. 2d 1101, 47 A.F.T.R.2d 81-523 (1981)—27:1, 27:5
- Upper Midwest Sales Co. v. Ecolab, Inc., 577 N.W.2d 236 (Minn. Ct. App. 1998)—17:3
- Urnikis-Negro v. American Family Property Services, 616 F.3d 665 (7th Cir. 2010)—11:1
- U.S. v. Aramony, 88 F.3d 1369,

TABLE OF CASES

- 44 Fed. R. Evid. Serv. 952 (4th Cir. 1996)—27:2
- v. Arthur Andersen, LLP, 374 F.3d 281 (5th Cir. 2004)—9:18
- v. Arthur Young & Co., 1984-1 C.B. 270, 465 U.S. 805, 104 S. Ct. 1495, 79 L. Ed. 2d 826, Fed. Sec. L. Rep. (CCH) P 99721, 84-1 U.S. Tax Cas. (CCH) P 9305, 15 Fed. R. Evid. Serv. 15, 53 A.F.T.R.2d 84-866 (1984)—10:2
- v. Batti, 631 F.3d 371 (6th Cir. 2011)—4:21
- v. Certain Real Property Located at Route 1, Bryant, Ala., 126 F.3d 1314, 39 Fed. R. Serv. 3d 94 (11th Cir. 1997)—9:14
- v. Chatham City Corp., 72 F.R.D. 640 (S.D. Ga. 1976)—27:9
- v. Cone, 714 F.3d 197, 91 Fed. R. Evid. Serv. 149 (4th Cir. 2013)—5:7
- v. Drew, 259 F.R.D. 449 (C.D. Cal. 2009)—6:23, 18:22
- v. Dubilier Condenser Corporation, 289 U.S. 178, 53 S. Ct. 554, 77 L. Ed. 1114, 85 A.L.R. 1438 (1933)—3:29, 3:34
- v. Hawkins, 2005 WL 1660984 (N.D. Cal. 2005)—10:2, 10:7, 10:9
- v. John, 597 F.3d 263 (5th Cir. 2010)—4:21
- v. Keystone Sanitation Co., Inc., 903 F. Supp. 803 (M.D. Pa. 1995)—27:8
- v. Louisville & N.R. Co., 236 U.S. 318, 35 S. Ct. 363, 59 L. Ed. 598 (1915)—27:5
- v. Murray, 463 F.2d 208 (10th Cir. 1972)—8:12
- v. Nosal, 676 F.3d 854 (9th Cir. 2012)—4:21
- v. Nosal, 642 F.3d 781 (9th Cir. 2011)—4:21
- v. Powers, 2010 WL 1418172 (D. Neb. 2010)—6:23
- v. Rigas, 281 F. Supp. 2d 733 (S.D. N.Y. 2003)—9:13
- v. Rodriguez, 628 F.3d 1258 (11th Cir. 2010)—4:21
- v. Rothberg, 62 U.S.P.Q.2d 1156, 2002 WL 171963 (N.D. Ill. 2002)—22:44
- v. Silk, 1947-2 C.B. 167, 331 U.S. 704, 67 S. Ct. 1463, 91 L. Ed. 1757, 35 A.F.T.R. (P-H) P 1174 (1947)—11:2
- v. Slater, 348 F.3d 666 (7th Cir. 2003)—22:35, 22:44
- v. South-Eastern Underwriters Ass'n, 322 U.S. 533, 64 S. Ct. 1162, 88 L. Ed. 1440 (1944)—16:3
- v. Stewart, 287 F. Supp. 2d 461, 56 Fed. R. Serv. 3d 934 (S.D. N.Y. 2003)—27:6
- v. Tedder, 801 F.2d 1437, 21 Fed. R. Evid. Serv. 939 (4th Cir. 1986)—27:2
- v. Telectronics, Inc., 857 F.2d 778 (Fed. Cir. 1988)—24:10
- v. United Shoe Machinery Corp., 89 F. Supp. 357 (D. Mass. 1950)—27:2
- v. Williams, 526 F.3d 1312 (11th Cir. 2008)—4:12
- v. Wise, 550 F.2d 1180 (9th Cir. 1977)—2:17
- v. Zolin, 491 U.S. 554, 109 S. Ct. 2619, 105 L. Ed. 2d 469, 27 Fed. R. Evid. Serv. 833 (1989)—27:2, 27:4
- USAR Systems, Inc. v. Brain Works, Inc., 887 F. Supp. 84 (S.D. N.Y. 1995)—22:7

LAW AND BUSINESS OF COMPUTER SOFTWARE

V

- Vacco v. Microsoft Corp., 260 Conn. 59, 793 A.2d 1048 (2002)—18:12, 18:20
- Valco Cincinnati, Inc. v. N&D Machining Service, Inc., 1984 WL 7127 (Ohio Ct. App. 1st Dist. Hamilton County 1984)—4:17
- Valmont Industries, Inc. v. Reinke Mfg. Co., Inc., 983 F.2d 1039 (Fed. Cir. 1993)—24:11
- Valve & Primer Corp. v. Val-Matic Valve & Mfg. Corp., 730 F. Supp. 141 (N.D. Ill. 1990)—2:11
- Vault Corp. v. Quaid Software Ltd., 847 F.2d 255 (5th Cir. 1988)—22:5, 22:7, 22:36
- Veeck v. Southern Bldg. Code Congress Intern. Inc., 241 F.3d 398 (5th Cir. 2001)—2:16
- Vernor v. Autodesk, Inc., 621 F.3d 1102 (9th Cir. 2010)—2:17, 22:36
- Verschoth v. Time Warner, Inc., 85 Fair Empl. Prac. Cas. (BNA) 1528, 2001 WL 546630 (S.D. N.Y. 2001)—27:6
- Vestron, Inc. v. Home Box Office, Inc., 839 F.2d 1380 (9th Cir. 1988)—22:7
- Viacom Intern. Inc. v. YouTube, Inc., 718 F. Supp. 2d 514 (S.D. N.Y. 2010)—22:29
- Victoria's Cyber Secret Ltd. Partnership v. V Secret Catalogue, Inc., 161 F. Supp. 2d 1339 (S.D. Fla. 2001)—23:10, 23:12
- Victoria's Secret Stores v. Artco Equipment Co., Inc., 194 F. Supp. 2d 704 (S.D. Ohio 2002)—23:11
- Victor Lalli Enterprises, Inc. v. Big Red Apple, Inc., 936 F.2d 671 (2d Cir. 1991)—2:16
- Video Pipeline, Inc. v. Buena Vista Home Entertainment, Inc., 342 F.3d 191 (3d Cir. 2003)—22:35
- Video Trip Corp. v. Lightning Video, Inc., 866 F.2d 50 (2d Cir. 1989)—22:42
- Videotronics, Inc. v. Bend Electronics, 586 F. Supp. 478 (D. Nev. 1984)—2:7, 2:11
- Virmani v. Novant Health Inc., 259 F.3d 284, 56 Fed. R. Evid. Serv. 837 (4th Cir. 2001)—27:7
- Virtual Works, Inc. v. Volkswagen of America, Inc., 238 F.3d 264 (4th Cir. 2001)—23:11
- Visa, U.S.A., Inc. v. Birmingham Trust Nat. Bank, 696 F.2d 1371 (Fed. Cir. 1982)—5:6
- Vitronics Corp. v. Conceptronic, Inc., 90 F.3d 1576 (Fed. Cir. 1996)—24:3, 24:8
- Vizcaino v. Microsoft Corp., 290 F.3d 1043 (9th Cir. 2002)—11:3
- v. Microsoft Corp., 97 F.3d 1187 (9th Cir. 1996)—11:2, 12:3
- VMark Software, Inc. v. EMC Corp., 37 Mass. App. Ct. 610, 642 N.E.2d 587, 38 A.L.R.5th 799 (1994)—18:10
- Volkswagenwerk Aktiengesellschaft v. Church, 411 F.2d 350 (9th Cir. 1969)—5:18
- von Bulow by Auersperg v. von Bulow, 811 F.2d 136, 22 Fed. R. Evid. Serv. 737, 7 Fed. R. Serv. 3d 389 (2d Cir. 1987)—27:7

TABLE OF CASES

- V Secret Catalogue, Inc. v. Moseley, 605 F.3d 382 (6th Cir. 2010)—5:7
- v. Moseley, 558 F. Supp. 2d 734 (W.D. Ky. 2008)—5:7
- v. Moseley, 259 F.3d 464, 2001 FED App. 0247P (6th Cir. 2001)—5:7
- W**
- Wachtel v. Health Net, Inc., 482 F.3d 225, 73 Fed. R. Evid. Serv. 113 (3d Cir. 2007)—27:1, 27:2
- Wagner v. Dryvit Systems, Inc., 208 F.R.D. 606 (D. Neb. 2001)—9:11
- Wainwright Securities, Inc. v. Wall St. Transcript Corp., 558 F.2d 91 (2d Cir. 1977)—22:42
- Walker v. Time Life Films, Inc., 784 F.2d 44 (2d Cir. 1986)—22:11
- Wall Data Inc. v. Los Angeles County Sheriff's Dept., 447 F.3d 769, 70 Fed. R. Evid. Serv. 187 (9th Cir. 2006)—2:17
- Walter E. Zemitzsch, Inc. v. Harrison, 712 S.W.2d 418 (Mo. Ct. App. E.D. 1986)—4:4
- Walters v. Seventeen Magazine, 195 Cal. App. 3d 1119, 241 Cal. Rptr. 101 (4th Dist. 1987)—8:20
- Wang Laboratories, Inc. v. America Online, Inc., 197 F.3d 1377 (Fed. Cir. 1999)—3:2, 3:22, 24:9, 24:10
- Ward v. National Geographic Soc., 208 F. Supp. 2d 429 (S.D. N.Y. 2002)—2:36
- Warmerdam, In re, 33 F.3d 1354 (Fed. Cir. 1994)—3:4
- Warner-Jenkinson Co., Inc. v. Hilton Davis Chemical Co., 520 U.S. 17, 117 S. Ct. 1040, 137 L. Ed. 2d 146 (1997)—3:9, 24:4
- Warrington Associates, Inc. v. Real-Time Engineering Systems, Inc., 522 F. Supp. 367 (N.D. Ill. 1981)—2:29, 4:13
- Washington v. Thurgood Marshall Academy, 232 F.R.D. 6, 203 Ed. Law Rep. 698, 63 Fed. R. Serv. 3d 754 (D.D.C. 2005)—9:11
- Water Technologies Corp. v. Calco, Ltd., 850 F.2d 660 (Fed. Cir. 1988)—24:5
- Watters v. TSR, Inc., 904 F.2d 378 (6th Cir. 1990)—8:22
- Way v. Boy Scouts of America, 856 S.W.2d 230 (Tex. App. Dallas 1993)—8:4, 8:17
- Wayne Memorial Hosp., Inc., Wayne Health Corp. v. Electronic Data Systems Corp, 1990 WL 606686 (E.D. N.C. 1990)—21:13
- Weber-Stephen Products Co. v. Armitage Hardware and Bldg. Supply, Inc., 54 U.S.P.Q.2d 1766, 2000 WL 562470 (N.D. Ill. 2000)—23:14
- Weinberger v. Romero-Barcelo, 456 U.S. 305, 102 S. Ct. 1798, 72 L. Ed. 2d 91 (1982)—22:42
- Weinstein v. University of Illinois, 811 F.2d 1091, 37 Ed. Law Rep. 1089 (7th Cir. 1987)—2:35
- Weiss v. U.S., 889 F.2d 937 (10th Cir. 1989)—8:12
- Well-Made Toy Mfg. Corp v. Goffa Intern. Corp., 354 F.3d 112 (2d Cir. 2003)—2:41

LAW AND BUSINESS OF COMPUTER SOFTWARE

- Well-Made Toy Mfg. Corp. v. Goffa Intern. Corp., 210 F. Supp. 2d 147 (E.D. N.Y. 2002)—2:23
- Wells Fargo & Co. v. WhenU.com, Inc., 293 F. Supp. 2d 734 (E.D. Mich. 2003)—23:3
- Werner, Zaroff, Slotnick, Stern & Askenazy v. Lewis, 155 Misc. 2d 558, 588 N.Y.S.2d 960 (N.Y. City Civ. Ct. 1992)—15:22
- Westcode, Inc. v. RBE Electronics, Inc., 2000 WL 124566 (E.D. Pa. 2000)—26:6
- Westendorf v. Gateway 2000, Inc., 41 U.C.C. Rep. Serv. 2d 1110 (Del. Ch. 2000)—18:30
- Western Elec. Co., Inc. v. Piezo Technology, Inc., 860 F.2d 428 (Fed. Cir. 1988)—24:16
- Westhemeco Ltd. v. New Hampshire Ins. Co., 82 F.R.D. 702 (S.D. N.Y. 1979)—27:9
- Westinghouse Elec. Corp. v. Republic of Philippines, 951 F.2d 1414, 35 Fed. R. Evid. Serv. 1070, 22 Fed. R. Serv. 3d 377 (3d Cir. 1991)—27:4
- West Pub. Co. v. Mead Data Cent., Inc., 799 F.2d 1219 (8th Cir. 1986)—2:15
- Whelan Associates, Inc. v. Jaslow Dental Laboratory, Inc., 797 F.2d 1222, 21 Fed. R. Evid. Serv. 571 (3d Cir. 1986)—2:30, 2:41, 22:11
- v. Jaslow Dental Laboratory, Inc., 609 F. Supp. 1307 (E.D. Pa. 1985)—2:39
- White v. Dunbar, 119 U.S. 47, 7 S. Ct. 72, 30 L. Ed. 303 (1886)—24:9
- William R. Warner & Co. v. Eli Lilly & Co., 265 U.S. 526, 44 S. Ct. 615, 68 L. Ed. 1161 (1924)—23:8
- Williams v. Arndt, 626 F. Supp. 571 (D. Mass. 1985)—2:6
- v. Curtiss-Wright Corp., 681 F.2d 161 (3d Cir. 1982)—4:5
- v. Johnston, 92 Idaho 292, 442 P.2d 178 (1968)—15:47
- v. Sprint/United Management Co., 230 F.R.D. 640, 62 Fed. R. Serv. 3d 1052, 29 A.L.R.6th 701 (D. Kan. 2005)—9:11
- Willingham v. Star Cutter Co., 555 F.2d 1240, 23 Fed. R. Serv. 2d 447 (6th Cir. 1977)—3:35
- Willis v. Roche Biomedical Laboratories, Inc., 61 F.3d 313 (5th Cir. 1995)—8:19
- Wilson v. Midway Games, Inc., 198 F. Supp. 2d 167, 106 A.L.R.5th 759 (D. Conn. 2002)—8:23, 8:24
- Winslow, Application of, 365 F.2d 1017 (C.C.P.A. 1966)—3:11
- Winston Research Corp. v. Minnesota Min. & Mfg. Co., 350 F.2d 134 (9th Cir. 1965)—4:15
- Winter v. G.P. Putnam's Sons, 938 F.2d 1033 (9th Cir. 1991)—8:16
- v. Natural Resources Defense Council, Inc., 555 U.S. 7, 129 S. Ct. 365, 172 L. Ed. 2d 249 (2008)—22:42
- WMS Gaming, Inc. v. International Game Technology, 184 F.3d 1339 (Fed. Cir. 1999)—3:2, 3:10, 24:11, 24:16
- Wm. T. Thompson Co. v. General Nutrition Corp., Inc.,

TABLE OF CASES

- 671 F.2d 100, 9 Fed. R. Evid. Serv. 1505, 33 Fed. R. Serv. 2d 990 (3d Cir. 1982)—27:7
- WNET, Thirteen v. Aereo, Inc., 712 F.3d 676 (2d Cir. 2013)—2:18, 22:35
- Wolthausen v. Trimpert, 93 Conn. 260, 105 A. 687 (1919)—15:49
- Wolverine World Wide, Inc. v. Nike, Inc., 38 F.3d 1192 (Fed. Cir. 1994)—3:9, 24:3
- Wommack v. Durham Pecan Co., Inc., 715 F.2d 962 (5th Cir. 1983)—3:34
- World Auxiliary Power Co., In re, 303 F.3d 1120, 48 U.C.C. Rep. Serv. 2d 447 (9th Cir. 2002)—2:43
- Wyer, In re, 655 F.2d 221, 70 A.L.R. Fed. 786 (C.C.P.A. 1981)—3:19
- Wyeth v. Natural Biologics, Inc., 395 F.3d 897 (8th Cir. 2005)—4:8
- X**
- Xerox Corp. v. 3Com Corp., 458 F.3d 1310 (Fed. Cir. 2006)—3:2
- Xoom, Inc. v. Imageline, Inc., 323 F.3d 279 (4th Cir. 2003)—2:16, 22:40
- Y**
- Yahoo! Inc. v. La Ligue Contre Le Racisme Et L'Antisemitisme, 433 F.3d 1199 (9th Cir. 2006)—23:3, 26:2, 26:7
- Yanase v. Automobile Club of So. Cal., 212 Cal. App. 3d 468, 260 Cal. Rptr. 513, 2 A.L.R.5th 1084 (4th Dist. 1989)—8:18
- Yellowbook Inc. v. Brandeberry, 708 F.3d 837 (6th Cir. 2013)—5:8
- Yojna, Inc. v. American Medical Data Systems, Inc., 667 F. Supp. 446 (E.D. Mich. 1987)—2:42
- Z**
- Zeran v. America Online, Inc., 958 F. Supp. 1124 (E.D. Va. 1997)—1:10
- v. America Online, Inc., 129 F.3d 327 (4th Cir. 1997)—8:1, 8:29
- Zipee Corp. v. U.S. Postal Service, 140 F. Supp. 2d 1084 (D. Or. 2000)—23:11
- Zippo Mfg. Co. v. Zippo Dot Com, Inc., 952 F. Supp. 1119 (W.D. Pa. 1997)—26:3, 26:5
- Zodiac Pool Care, Inc. v. Hoffinger Industries, Inc., 206 F.3d 1408 (Fed. Cir. 2000)—24:3
- Zoltek Corp. v. U.S., 58 Fed. Cl. 688 (2003)—4:1
- Zubulake v. UBS Warburg LLC, 217 F.R.D. 309 (S.D. N.Y. 2003)—9:12
- v. UBS Warburg LLC, 216 F.R.D. 280, 56 Fed. R. Serv. 3d 326 (S.D. N.Y. 2003)—9:12, 9:14
- Zucker v. Sasaki, 963 F. Supp. 301 (S.D. N.Y. 1997)—10:9
- Zygo Corp. v. Wyko Corp., 79 F.3d 1563 (Fed. Cir. 1996)—3:7

<http://www.pbookshop.com>

## Index

- ABUSE OF NEW TECHNOLOGY**  
Computer Fraud and Abuse Act, **6:23**
- ACCEPTANCE**  
Licenses (this index)
- ACCEPTANCE TESTING**  
System agreements, **20:4**
- ACCESS**  
License support provisions, **15:30**
- ACCESSIBILITY**  
Electronically stored information, **9:6, 9:12**
- ADMISSIBILITY**  
Electronically stored information, **9:15**
- ADWARE**  
Information liability for tort claims, **8:2, 8:3**
- ALLOCATION OF RISKS IN IT CONTRACTS**  
Generally, **16:1-16:15**  
Conclusion, **16:15**  
Defenses to indemnity obligations, **16:12**  
Duty to defend, **16:5**  
Indemnification  
generally, **16:8**  
defenses to indemnity obligations, **16:12**  
indemnify, defend, and hold harmless as “magic words,” **16:9**  
notice of claim, **16:10**  
sample provisions, **16:14**
- ALLOCATION OF RISKS IN IT CONTRACTS—Cont’d**  
Indemnification—Cont’d  
settlement, **16:11**  
Insurance  
generally, **16:3**  
duty to defend, **16:5**  
notice of claim, **16:6**  
sample provisions, **16:13**  
settlement, **16:7**  
types of policies, **16:4**  
“Magic words” of indemnify, defend, and hold harmless, **16:9**  
Notice of claim  
indemnification, **16:10**  
insurance, **16:6**  
Risk background, **16:1**  
Sample provisions  
indemnification, **16:14**  
insurance, **16:13**  
Settlement  
indemnification, **16:11**  
insurance, **16:7**  
Types of insurance policies, **16:4**
- ANNOTATED SYSTEM AGREEMENTS**  
System agreements, **20:8, 20:9**
- ANTICYBERSQUATTING CONSUMER PROTECTION ACT (ACPA)**  
Domain names, statutory view of infringement actions under  
generally, **23:9**  
bad faith intent, **23:11-23:13**  
in rem jurisdiction, bad faith intent, **23:13**

- ANTICYBERSQUATTING**  
**CONSUMER PROTECTION ACT (ACPA)—Cont'd**  
Domain names, statutory view of infringement actions under  
—Cont'd  
registering, trafficking in, or using infringing domain names, **23:10**  
remedies, bad faith intent, **23:12**  
In rem jurisdiction, Internet context  
generally, **25:4-25:9**  
bad faith requirement, **25:8**  
metatags, **25:9**  
notice by mail, e-mail, and publication, **25:7**  
satisfying due process, **25:5**  
situs questions, **25:6**
- ANTITRUST ISSUES**  
Distribution agreements, **17:4**  
Licensing considerations, **18:12**
- APPLICATIONS**  
**Internet Patents** (this index)
- ASSIGNMENT**  
**Copyright Protection** (this index)  
**Internet Patents** (this index)  
License agreement, **18:16**
- ATTORNEY-CLIENT PRIVILEGE**  
Generally, **27:1-27:10**  
Conclusion, **27:10**  
Corporation, privilege attaches to, **27:6**  
E-mail, **27:8**  
Exceptions, **27:4**  
Federal Rules of Evidence application, **27:7**  
In-house counsel, **27:5**  
Invoking privilege, **27:3**  
Work product, extension of protection under, **27:9**
- AUDIT STANDARD NO. 2**  
Fraudulent revenue recognition, **10:8**
- AUGMENTATION OF STAFF**  
Outsourcing considerations, **12:3**
- AUTHORSHIP**  
**Copyright Protection** (this index)
- BAD FAITH**  
See **Good Faith** (this index)
- BANKRUPTCY**  
**Licenses** (this index)
- BENEFITS OF REGISTRATION**  
**Copyright Protection** (this index)
- BEST-MODE DISCLOSURE REQUIREMENT**  
Internet patent application, **3:7**
- BETA CODE**  
Software license agreement provisions, **15:23**
- BETA TESTING AND ONE-YEAR DEADLINE**  
Internet patents, application, **3:20**
- BIS EXPORT GUIDE**  
Generally, **App H**
- BRANDING**  
Trademark protection, ownership considerations, **5:19**
- BREACH NOTIFICATION RULE**  
Health Information Technology for Economic and Clinical Health Act (HITECH Act), **6:7**
- BROWSEWRAP AGREEMENTS**  
**Shrinkwrap, Clickwrap, and Browsewrap Agreements** (this index)

## INDEX

### **CHANGE OR MODIFICATION**

- Defense to infringement charge, modification of owned copies of software, **22:38**
- Development of software, changes to SOW during Phase III, **19:7**
- Distribution agreements, international considerations and modifications, **17:5**
- Electronically stored information, E-discovery under revised FRCP Rule 26, **9:6**

### **CIRCULAR 61**

- Copyright registration for computer programs, **App C**

### **CIRCULAR 92**

- Copyright ownership and transfer, **App B**
- Subject matter and scope of copyright, **App A**

### **CLAIM ANALYSIS**

- Trade secrets, **4:12**

### **CLICKTHROUGH SIGNATURES**

- Shrinkwrap, clickwrap, and browsewrap agreements, **18:27**

### **CLICKWRAP AGREEMENTS**

- Shrinkwrap, Clickwrap, and Browsewrap Agreements (this index)**

### **COLLEGES AND UNIVERSITIES**

- Copyright protection, works created by university scholars, **2:35**

### **COMMENCEMENT**

- License support provisions, **15:35**
- License warranty, **15:18**

### **COMMISSIONED WORKS**

- Copyright protection, **2:36**

### **COMMON LAW**

- Domain names, contributory infringement, **23:8**
- Internet patents, scrutiny of invention assignment agreements, **3:36**

### **COMMUNICATIONS**

- Communications Decency Act, **8:28-8:30**
- Federal Communications Commission (FCC) regulations, **6:22**

### **COMMUNICATIONS DECENCY ACT**

- Information liability for tort claims, **8:28-8:30**
- ISP, immunity under CDA, **8:29**
- Web site operators and other, immunity under CDA, **8:30**

### **COMPATIBILITY**

- Warranty provisions, **15:24**

### **COMPLEXITY OF OUTSOURCING**

- Outsourcing considerations, **12:2, 12:4**

### **COMPLEX LITIGATION**

- Production of electronically stored information, **9:3**

### **COMPUTER FRAUD AND ABUSE ACT**

- Federal regulations, **6:23**
- 'Protected' computers, **6:23**
- Trade secrets, ownership considerations, **4:21**

### **CONCURRENT USER LICENSES**

- Types of licenses, **15:3**

**CONFIDENTIALITY**

- Employee versus contractor, acknowledgment of obligation, **11:6**
- Health information, HITECH Act, **6:7**
- Ownership rights, limits, and issues, noncompete/confidentiality provisions, **1:3**
- Trade secrets, protection via confidentiality obligation, **4:16**

**CONFUSINGLY SIMILAR**

- Domain names, Policy § 4(a)(i) of UDRP, **23:20**

**CONSUMER PROTECTION**

- Licenses, **18:19, 18:20**

**CONTRIBUTORY INFRINGEMENT**

- Domain names, common law tort, **23:8**
- ISPs. **Litigation Issues Relating to Software** (this index)
- Patent infringement, **24:5**

**CONTROLLING PERSONS**

- Remedy for copyright infringement, personal liability, **22:41**

**COPYING “STRUCTURE, SEQUENCE AND ORGANIZATION”**

- Litigation Issues Relating to Software** (this index)

**COPYRIGHT PROTECTION**

- Generally, **2:1-2:42**
- Assignment of copyright generally, **2:37, 2:38**
  - sample copyright assignment instrument, **App 2A**
- Authorship
  - assignment of copyright vs. authorship, **2:38**

**COPYRIGHT PROTECTION**

**—Cont’d**

- Authorship—Cont’d
  - data collections, original works of authorship, **2:4**
  - original works, **2:2-2:4**
  - what constitutes authorship, **2:3**
- Benefits of registration generally, **2:20**
  - creativity needed to protect new version, **2:22**
  - early registration of copyright, **2:23**
  - rights of ownership, **2:21**
- Case law
  - computer-based systems, **2:16**
  - developments, generally, **2:13-2:15**
    - Feist* decision, creativity requirement, **2:14**
    - illustrative post-*Feist* decisions, **2:15**
  - Challenges to validity of registration, **2:31**
- Circular 61, copyright registration for computer programs, **App C**
- Computer-based systems, case law decisions, **2:16**
- Considerations in ownership.
  - Ownership considerations, below
- Considerations in registration generally, **2:24**
  - mandatory deposit for Library of Congress collection, **2:28**
  - noteworthy details, **2:25**
  - single or several registrations, **2:26**
  - version to register upon infringement, **2:27**
- Copyright law, generally, **2:1-2:17**
- Creativity requirement of *Feist* decisions, **2:14**

## INDEX

### COPYRIGHT PROTECTION

#### —Cont'd

- Curing no-notice publication, notice, **2:11**
- Data collections, original works of authorship, **2:4**
- Deposit for Library of Congress collection, **2:28**
- Derivative works, **2:41**
- Disclaiming government works, notice, **2:8**
- Duration of rights, **2:5**
- Early registration of copyright, benefits, **2:23**
- Educational institutions, works created by university scholars, **2:35**
- Employers and “works for hire” generally, **2:33**
  - “off duty” created works, **2:34**
  - ownership considerations, **2:33-2:36**
  - specially commissioned works, **2:36**
  - university scholars, works created by, **2:35**
- Fair use doctrine, **2:18**
- Feist* decision, creativity requirement, **2:14**
- First sale doctrine, **2:17**
- Implied licenses, **2:42**
- Jointly developed works, **2:39, 2:40**
- Litigation Issues Relating to Software** (this index)
- Notice
  - copyright law, generally, **2:6-2:12**
  - curing no-notice publication, **2:11**
  - disclaiming government works, **2:8**
  - placement, **2:10**
  - published programs, **2:7**
  - special notices, **2:12**

### COPYRIGHT PROTECTION

#### —Cont'd

- Notice—Cont'd
  - unpublished trade secret programs, **2:9**
  - “Off duty” created works, **2:34**
- Original works of authorship generally, **2:2**
  - data collections, copyright in, **2:4**
  - what constitutes authorship, **2:3**
- Ownership considerations generally, **2:32-2:43**
  - assignment of copyright, **2:37, 2:38**
  - authorship vs. assignment of copyright, **2:38**
  - Circular 92, Chapter 2, **App B**
  - derivative works, **2:41**
  - employers and “works for hire,” **2:33-2:36**
  - implied licenses, **2:42**
  - jointly developed works, **2:39, 2:40**
  - “off duty” created works, **2:34**
  - perfecting security interest, **2:43**
  - rights of ownership, benefits of registration, **2:21**
  - sample copyright assignment instrument, **App 2A**
  - specially commissioned works, **2:36**
  - university scholars, works created by, **2:35**
- Perfecting security interest, **2:43**
- Placement of notice, **2:10**
- Post-*Feist* decisions, **2:15**
- Published programs, notice, **2:7**
- Registration
  - generally, **2:19-2:31**
  - benefits
    - generally, **2:20**
    - creativity needed to protect new version, **2:22**

**COPYRIGHT PROTECTION**

—Cont'd

- Registration—Cont'd
  - benefits—Cont'd
    - early registration of copy-  
right, **2:23**
    - ownership rights, **2:21**
  - challenges to validity of  
registration, **2:31**
  - Circular 61, copyright registra-  
tion for computer  
programs, **App C**
  - considerations
    - generally, **2:24**
    - mandatory deposit for  
Library of Congress  
collection, **2:28**
    - noteworthy details, **2:25**
    - single or several registrations,  
**2:26**
    - version to register upon  
infringement, **2:27**
  - screen display registration, **2:30**
  - source code with trade secrets  
registration, **2:29**
  - trade secret protection, **2:29,**  
**4:13**
- Sample copyright assignment  
instrument, **App 2A**
- Screen display registration, **2:30**
- Security interest, perfection, **2:43**
- Software-related issues, jointly  
developed works, **2:40**
- Source code with trade secrets  
registration, **2:29**
- Specially commissioned works,  
**2:36**
- Special notices, **2:12**
- Subject matter and scope of copy-  
right, Title 17 of U.S.C.,  
Chapter 1 text, **App A**
- Title 17 of U.S.C.
  - Chapter 1 text, **App A**
  - Chapter 2 text, **App B**

**COPYRIGHT PROTECTION**

—Cont'd

- University scholars, works created  
by, **2:35**
- Unpublished trade secret  
programs, notice, **2:9**
- Validity of registration, chal-  
lenges, **2:31**
- Works for hire. Employers and  
“works for hire,” above

**CORPORATIONS**

- Attorney-client privilege, **27:6**

**CORRECTION OR CURE**

- Licenses (this index)

**COSTS**

- License support provisions, **15:36**

**COURTS**

- Internet software patents, **3:5**

**CRIMES AND CRIMINAL ACTS**

- Computer Fraud and Abuse Act,  
**6:23**

**CURING NO-NOTICE  
PUBLICATION**

- Copyright protection, **2:11**

**DAMAGES**

- Intellectual Property Overview**  
(this index)
- Licenses, incidental and  
consequential damages under  
UCC, **18:6**
- Remedy for copyright infringe-  
ment, statutory damages,  
**22:40**

**DATABASES**

- License support provisions, **15:32**

**DATA COLLECTIONS**

- Copyright protection, original  
works of authorship, **2:4**

## INDEX

### DATA SECURITY PROTECTIONS

- Generally, **13:1-13:23**
- Audit rights, contracting strategies, **13:20**
- Conclusion, **13:23**
- Contracting strategies
  - generally, **13:17**
  - audit rights provision, **13:20**
  - EU privacy compliance provision, **13:19**
  - foreign jurisdictions, **13:22**
  - public policy issues impacting enforcement of indemnity provisions, **13:21**
  - U.S. laws, **13:18**
- Data breach
  - generally, **13:11**
  - HITECH Act breach notification rule, **6:7**
  - national data breach notification law
    - data breach notification statute, **13:14**
    - FTC safeguard rules and GLBA, **13:15**
    - status of efforts to create, **13:13-13:16**
  - notification obligations, **13:12**
- European Union laws and regulations
  - generally, **13:5**
  - binding corporate rules exception, **13:8**
  - contracting strategies, privacy compliance, **13:19**
  - model contract (data controllers), **App 13B**
  - model contract (processors), **App 13A**
  - model contract clauses exception, **13:7**
  - privacy compliance provision, **13:19**

### DATA SECURITY PROTECTIONS—Cont'd

- European Union laws and regulations—Cont'd
  - unambiguous consent (derogation) exception, **13:9**
  - U.S. Safe Harbor filing exception, **13:6**
- Federal laws and regulations
  - contracting strategies, **13:18**
  - data breach, **13:13-13:16**
  - regulatory controls, **13:3**
- Foreign jurisdictions, contracting strategies, **13:22**
- FTC safeguard rules and GLBA, national data breach notification law, **13:15**
- HIPAA Business Associate Agreement, **App 13C**
- HITECH Act breach notification rule, **6:7**
- Indemnity provisions, public policy issues in enforcement, contracting strategies, **13:21**
- National data breach notification law
  - COPPA, **13:16**
  - data breach notification statute, **13:14**
  - FTC safeguard rules and GLBA, **13:15**
  - status of efforts to create, **13:13-13:16**
- Public policy issues impacting enforcement of indemnity provisions, contracting strategies, **13:21**
- Regulatory controls
  - generally, **13:1**
  - binding corporate rules exception, **13:8**
- European Union laws and regulations, **13:5-13:9**
- exceptions to European Union laws and regulations, **13:6-13:9**

**DATA SECURITY**

**PROTECTIONS—Cont'd**

- Regulatory controls—Cont'd
  - Federal laws and regulations, **13:3**
  - model contract clauses exception, **13:7**
  - other data privacy regimes, **13:10**
  - state regulations, **13:4**
  - unambiguous consent (derogation) exception, **13:9**
  - United States laws and regulations, **13:2-13:4**
  - U.S. Safe Harbor filing, **13:6**
  - State regulations, **13:4**
  - United States laws and regulations, **13:2-13:4**

**DEFENSES**

- Allocation of risks in IT contracts, indemnity obligations, **16:12**
- Information liability for tort claims, First Amendment defense for manufacturers and distributors, **8:24, 8:25**
- Litigation Issues Relating to Software** (this index)

**DEPOSITS**

- Copyright protection, mandatory deposit for Library of Congress collection, **2:28**
- Source code escrow, license agreement escrow provisions, **21:4**

**DERIVATIVE WORKS**

- Copyright protection, **2:41**

**DESCRIPTION**

- License support provisions, **15:27-15:37**
- Performance warranty, **15:17**

**DEVELOPMENT OF SOFTWARE**

- Generally, **19:1**

**DEVELOPMENT OF**

**SOFTWARE—Cont'd**

- Acceptance, Phase IV, **19:11, 19:12**
  - Changes to SOW, actual software development in Phase III, **19:7**
  - Creation of statement of work (SOW) in Phase II, **19:3-19:5**
  - Defining scope of project, creation of statement of work (SOW) in Phase II, **19:4**
  - Design of software and statement of work (SOW), **19:5**
  - License grant and additional provisions, acceptance in Phase IV, **19:12**
  - Milestones, actual software development in Phase III, **19:8, 19:9**
  - Ownership rights, actual software development in Phase III, **19:10**
  - Payments and milestones, actual software development in Phase III, **19:9**
  - Penalties and milestones, actual software development in Phase III, **19:8**
  - Phase I: RFP process, **19:2**
  - Phase II: creation of statement of work (SOW), **19:3-19:5**
  - Phase III: software development, **19:6-19:10**
  - Phase IV: acceptance, **19:11, 19:12**
  - RFP process in Phase I, **19:2**
  - Statement of work (SOW)
    - changes to, Phase III, **19:7**
    - creation in Phase II, **19:4**
    - design of software in Phase II, **19:5**
- DIGITAL MILLENNIUM COPYRIGHT ACT (DMCA)**
- Litigation Issues Relating to Software** (this index)

## INDEX

### **DIRECT ESCROW**

Source code escrow, **21:10**

### **DISABLING CODE**

Warranty provisions, **15:22**

### **DISCLAIMERS**

Copyright protection, notice disclaiming government works, **2:8**

**Information Liability for Tort Claims** (this index)

### **DISCLOSURE**

**Internet Patents** (this index)

Trade secret protection, “public disclosure” element, **4:9**

### **DISCOVERY**

E-Discovery. **Electronically Stored Information** (this index)

### **DISTRIBUTION AGREEMENTS**

Generally, **17:1**

Annotated contract provisions, **17:6**

Antitrust issues, **17:4**

International considerations and modifications, **17:5**

License issues, **17:2-17:5**

Unintentional franchise, **17:3**

### **DOMAIN NAMES**

Generally, **23:1**

Affirmative defenses of Policy § 4(c) of UDRP, **23:22**

Anatomy of domain name, **23:2**

Anticybersquatting Consumer Protection Act, statutory view of infringement actions under, **23:9-23:13**

Bad faith intent in infringement action, **23:11-23:13**

Bad faith registration  
Policy § 4(a)(iii) of UDRP, **23:23**

### **DOMAIN NAMES—Cont’d**

Bad faith registration—Cont’d  
remedies for bad faith intent in infringement action, **23:12**

Common law tort, contributory infringement, **23:8**

Contributory infringement, **23:8**

Criticism of Uniform Domain-Name Dispute-Resolution Policy, **23:28**

Duties of provider under UDRP, **23:16**

Early legal issues, **23:3**

Elements of UDRP complaint, **23:18, 23:19**

ICANN’s dispute-resolution policy, action under, **23:14**

Identical or confusingly similar, Policy § 4(a)(i) of UDRP, **23:20**

Infringement actions

Anticybersquatting Consumer Protection Act, statutory view of action under, **23:9-23:13**

bad faith intent, **23:11-23:13**

common law tort, **23:8**

contributory infringement, **23:8**

in rem jurisdiction, bad faith intent, **23:13**

Lanham Act, **23:6, 23:7**

registering infringing domain name, **23:10**

remedies for bad faith intent, **23:12**

trafficking in infringing domain name, **23:10**

using infringing domain name, **23:10**

In rem jurisdiction, bad faith intent in infringement action, **23:13**

Lanham Act, infringement actions, **23:6, 23:7**

Metatags, early legal issues involving, **23:3**

**DOMAIN NAMES—Cont'd**

- Other policies based on UDRP, **23:29**
- Policy § 4(a)(iii) of UDRP, **23:23**
- Policy § 4(a)(ii) of UDRP, **23:21**
- Policy § 4(a)(i) of UDRP, **23:19, 23:20**
- Policy § 4(b) of UDRP, **23:24**
- Policy § 4(c) of UDRP, **23:22**
- Policy § 4(k) of UDRP, **23:27**
- Policy § 18 of UDRP, **23:27**
- Registration
  - bad faith registration, Policy § 4(a)(iii) of UDRP, **23:23**
  - infringing domain name, **23:10**
  - mechanics of registration, **23:4**
- Remedies for bad faith intent in infringement action, **23:12**
- Reverse domain name hijacking, **23:25**
- Rights to domain name, Policy § 4(a)(ii) of UDRP, **23:21**
- Rules 1, 15(e), 16(b) of UDRP, **23:25**
- Rules 10 and 15 of UDRP, **23:17**
- Tort under common law, contributory infringement, **23:8**
- Totality of circumstances, Policy § 4(b) of UDRP, **23:24**
- Trademark requirement, Policy § 4(a)(i) of UDRP, **23:19**
- Trademark searches in selection, **23:5**
- Trafficking in infringing domain name, **23:10**
- Uniform Domain-Name Dispute-Resolution Policy
  - generally, **23:15**
  - affirmative defenses of Policy § 4(c), **23:22**
  - criticism, **23:28**
  - duties of provider, **23:16**
  - elements of UDRP complaint, **23:18, 23:19**

**DOMAIN NAMES—Cont'd**

- Uniform Domain-Name Dispute-Resolution Policy—Cont'd
  - identical or confusingly similar, Policy § 4(a)(i), **23:20**
  - other policies based on UDRP, **23:29**
  - Policy § 18, **23:27**
  - Policy § 4(a)(i), **23:19, 23:20**
  - Policy § 4(a)(ii), **23:21**
  - Policy § 4(a)(iii), **23:23**
  - Policy § 4(b), **23:23**
  - Policy § 4(c), **23:22**
  - Policy § 4(k), **23:27**
  - powers and duties of panel, **23:17**
  - registration in bad faith, Policy § 4(a)(iii), **23:23**
  - reverse domain name hijacking, **23:25**
  - rights to domain name, Policy § 4(a)(ii), **23:21**
  - Rules 1, 15(e), 16(b), **23:25**
  - Rules 10 and 15, **23:17**
  - totality of circumstances, Policy § 4(b), **23:24**
  - trademark requirement, Policy § 4(a)(i), **23:19**
  - types of disputes not contemplated by policy, **23:26**
- Using infringing domain name, **23:10**

**DUE PROCESS**

- in rem jurisdiction, **25:5**

**DURATION**

- Copyright protection, **2:5**
- Length of license, **15:7**
- Warranty, **15:18**

**DUTY TO DEFEND**

- Information liability for tort claims, duty to defend defective information as “product,” **8:10**

## INDEX

### ECONOMIC JUSTIFICATION

Shrinkwrap, clickwrap, and  
browsewrap agreements,  
**18:28**

### ECONOMIC LOSS DOCTRINE

Statutes affecting licensing, **18:10**

### EDUCATIONAL INSTITUTIONS

Copyright protection, works cre-  
ated by university scholars,  
**2:35**

Limitations on ISP liability of  
nonprofit educational institu-  
tions under DMCA, **22:34**

### ELECTRONICALLY STORED INFORMATION

Generally, **9:1-9:16**

Accessibility of data

changes for reasonably acces-  
sible data, E-discovery  
under revised FRCP Rule  
26, **9:6**

easily accessible vs. inacces-  
sible, **9:12**

Admissibility, **9:15**

Changes for reasonably accessible  
data, E-discovery under  
revised FRCP Rule 26, **9:6**

Complex litigation, production of  
ESI, **9:3**

Easily accessible data, **9:12**

E-Discovery

generally, **9:4-9:9**

revised FRCP Rules, **9:4-9:9**

Rule 45, **9:9**

Rule 16 and 26 preliminary  
conferences, **9:5**

Rule 33 and 34 specification of  
form, **9:8**

Rule 26 changes for reasonably  
accessible data, **9:6**

Rule 26 post production privi-  
lege assertions, **9:7**

Federal Rules of Civil Procedure,  
**9:1-9:16**

### ELECTRONICALLY STORED INFORMATION—Cont'd

Immunities, **9:7, 9:13**

Imposition of sanctions, **9:14**

Inaccessible data, **9:12**

Obligations, **9:2**

Post production privilege asser-  
tions, E-discovery, **9:7**

Preliminary conferences, produc-  
tion of ESI, **9:5**

Privilege issues, **9:7, 9:13**

Production of ESI

complex litigation, **9:3**

easily accessible data, **9:12**

guide, **9:10**

inaccessible data, **9:12**

reasonably accessible data, **9:6**

required form, **9:11**

Rule 26 post production privi-  
lege, **9:7**

Reasonably accessible data,  
E-discovery, **9:6**

Required form of production, **9:11**

Retention policies, generally,  
**9:17, 9:18**

Revised FRCP Rule 26,  
E-discovery

changes for reasonably acces-  
sible data, **9:6**

post production privilege, **9:7**

preliminary conferences, **9:5**

Revised FRCP Rule 45,  
E-discovery, **9:9**

Revised FRCP Rule 16 and 26  
preliminary conferences,  
E-discovery, **9:5**

Revised FRCP Rule 33 and 34  
specification of form,  
E-discovery, **9:8**

Sanctions, **9:14**

Specification of form, E-discovery  
under revised FRCP Rule 33  
and 34, **9:8**

### E-MAIL

Attorney-client privilege, **27:8**

**E-MAIL—Cont'd**

In rem jurisdiction, notice, **25:7**

**EMPLOYMENT**

Confidentiality obligations  
acknowledgment, **11:6**  
Contractual protections  
generally, **11:4**  
acknowledgment of  
confidentiality obligations,  
**11:6**  
ownership of work product,  
**11:5**  
waiver of “employee” rights,  
**11:7**

Copyright protection, employers  
and “works for hire,” **2:33-2:36**

Demands for “employment  
benefits,” **11:3**

Employee vs. contractor  
generally, **11:1**  
contractual protections, **11:4-11:7**  
demands for “employment  
benefits,” **11:3**  
tax considerations, **11:2**

Human resource considerations,  
generally, **11:1-11:7**

Outsourcing considerations, staff  
augmentation, **12:3**

Ownership of work product,  
contractual protection, **11:5**

Tax considerations, employee vs.  
contractor, **11:2**

Waiver of “employee” rights,  
**11:7**

**ENCRYPTION**

Export control restrictions,  
encryption software, **6:20**  
Source code escrow alternative,  
**21:14**

**ENCRYPTION SOFTWARE**

Export control restrictions, **6:20**

**ENHANCEMENTS**

License support provisions, **15:29**

**ENTERPRISE LICENSES**

Types of licenses, **15:5**

**ESCROW AGENT  
AGREEMENT**

Source code escrow, **21:11, 21:12**

**EUROPEAN UNION**

**Data Security Protections** (this  
index)

**EVIDENCE**

Attorney-client privilege, applica-  
tion of Federal Rules of Evi-  
dence, **27:7**

ESI. **Electronically Stored Infor-  
mation** (this index)

**EXAMPLES**

Software license, **15:54**

**EXCEPTIONS**

Attorney-client privilege, **27:4**  
Data security protections, excep-  
tions to European Union laws  
and regulations, **13:6-13:9**

Export control restrictions, com-  
puter software, **6:19**

Infringement indemnification,  
exclusions, **15:51**

**Litigation Issues Relating to  
Software** (this index)

**EXPORT ADMINISTRATION  
REGULATIONS**

Key sections, **App G**

**EXPORT CONTROL  
RESTRICTIONS**

Generally, **6:12**  
Administration regulations, text of  
key sections, **App G**

Computer software exceptions,  
**6:19**

Encryption software, export treat-  
ment, **6:20**

## INDEX

### EXPORT CONTROL

#### RESTRICTIONS—Cont'd

- Exceptions for computer software, **6:19**
- Export administration, **6:16**
- Licensing, export controls, **18:11**
- Obligations of exporter, **6:18**
- Other applicable laws and agencies, **6:14**
- Political changes, impact on restrictions, **6:21**
- Preclusion from regulation, **6:17**
- Requirements for export regulations, **6:15-6:21**
- Software
  - encryption software, export treatment, **6:20**
  - exceptions for computer software, **6:19**
- What constitutes export, **6:13**

### EXPORT GUIDE

- BIS Export Guide, **App H**

### FAIR USE DOCTRINE

- Copyright protection, **2:18**

### FASB EMERGING ISSUES

#### TASK FORCE CONSENSUS

- Revenue recognition risks, **10:4**

### FEDERAL COMMUNICATIONS COMMISSION (FCC)

- Federal regulations, **6:22**

### FEDERAL REGULATIONS

- Computer Fraud and Abuse Act, **6:23**
- Export Control Restrictions** (this index)
- Federal Communications Commission (FCC) regulations, **6:22**
- Financial Privacy Rule of GLBA, **6:3**
- Gramm-Leach-Bliley Act (GLBA)** (this index)

### FEDERAL REGULATIONS

#### —Cont'd

- Health Information Portability and Accountability Act (HIPAA)** (this index)
  - Health Information Technology for Economic and Clinical Health Act (HITECH Act), **6:7**
  - International privacy considerations, **6:9**
  - Privacy
    - generally, **6:1**
    - Gramm-Leach-Bliley Act (GLBA)** (this index)
    - Health Information Technology for Economic and Clinical Health Act (HITECH Act), **6:7**
    - international privacy considerations, **6:9**
    - Privacy Rule of HIPAA, **6:6**
    - Safeguards Rule of GLBA, **6:4**
  - Sarbanes-Oxley Act** (this index)
  - Security requirements of HIPAA, **6:8**
- ### FEDERAL RULES OF CIVIL PROCEDURE
- Electronically stored information, **9:1-9:16**
- ### FEDERAL RULES OF EVIDENCE
- Attorney-client privilege, **27:7**
- ### FEIST DECISION
- Copyright protection, creativity requirement, **2:14**
- ### FIRST SALE DOCTRINE
- Copyright protection, **2:17**
- ### FONOVISA
- Litigation issues relating to software, **22:26**

- FOREIGN COUNTRIES**  
 Distribution agreements, international considerations and modifications, **17:5**  
 European Union laws and regulations. **Data Security Protections** (this index)  
 Federal regulations, international privacy considerations, **6:9**  
 Internet patents, absence of grace period for filing, **3:21**  
 Licenses, **15:45, 18:21**
- FRANCHISES**  
 Distribution agreements, issue of unintentional franchise, **17:3**
- FRAUD**  
 Computer Fraud and Abuse Act, **4:21, 6:23**  
 Trade secrets, ownership considerations, **4:21**
- GENERALLY ACCEPTED ACCOUNTING PRINCIPLES**  
 Revenue recognition risks, **10:2**
- GOOD FAITH**  
 Domain names  
     bad faith intent in infringement action, **23:11-23:13**  
     bad faith registration, Policy § 4(a)(ii) of UDRP, **23:23**  
 In rem jurisdiction, bad faith requirement, **25:8**
- GRAMM-LEACH-BLILEY ACT (GLBA)**  
 Data security protections, FTC safeguard rules and GLBA, **13:15**  
 Federal privacy regulations generally, **6:2**  
     Financial Privacy Rule, **6:3**  
     Safeguards Rule, **6:4**  
 Financial Privacy Rule, **6:3**  
 Privacy, generally, **6:2**
- GRAMM-LEACH-BLILEY ACT (GLBA)—Cont'd**  
 Safeguards Rule, **6:4**  
 Text of Act, **App D**
- GRANT OF LICENSE**  
 Generally, **15:7**  
 Length of license, **15:7**  
 List of prohibited uses, **15:10**  
 Other elements, **15:9**  
 Users, **15:8**
- GROKSTER**  
 Litigation issues relating to software, **22:26**
- GUIDES**  
 BIS Export Guide, **App H**  
 Production of electronically stored information, **9:10**
- HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (HITECH ACT)**  
 Breach notification rule, **6:7**
- HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**  
 Data security protections, HIPAA Business Associate Agreement, **App 13C**  
 HITECH Act and breach notification rule, **6:7**  
 Privacy Rule, **6:6**  
 Security requirements, **6:8**  
 Text of Act, **App E**
- “HIRED TO INVENT” EMPLOYEES**  
 Internet patents, ownership of employee’s inventions, **3:30**
- HISTORICAL PERSPECTIVE**  
 Allocation of risks in IT contracts, **16:1**

## INDEX

### HISTORICAL PERSPECTIVE

#### —Cont'd

Shrinkwrap, clickwrap, and  
browsewrap agreements,  
**18:22**

### HITECH ACT (HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT)

Privacy, breach notification rule,  
**6:7**

Text of Act, **App F**

### HOURS OF SERVICE

License support provisions, **15:30,**  
**15:33**

### HUMAN RESOURCE CONSIDERATIONS

**Employment** (this index)

### ICANN DISPUTE-RESOLUTION POLICY

Domain names, action under  
policy, **23:14**

### IDENTICAL OR CONFUSINGLY SIMILAR

Domain names, Policy § 4(a)(i) of  
UDRP, **23:20**

### IMMUNITIES

Electronically stored information,  
discovery and retention, **9:7,**  
**9:13**

### IMPLIED LICENSES

Copyright protection, **2:42**

### INDEMNIFICATION

**Allocation of Risks in IT  
Contracts** (this index)

Data security protections, public  
policy issues in enforcing  
indemnity provisions, **13:21**

**Licenses** (this index)

System agreements, **20:6**

### INFORMATION LIABILITY FOR TORT CLAIMS

Generally, **8:1-8:30**

Adware

additional consumer protection,  
**8:3**

liability for, **8:2**

Co-authorship of manual, strict  
liability for defective infor-  
mation, **8:15, 8:16**

Communications Decency Act  
generally, **8:28**

ISPs, immunity under CDA,  
**8:29**

Web site operators and other,  
immunity under CDA,  
**8:30**

Defective information, strict  
liability

generally, **8:7**

co-authorship of manual, **8:15,**  
**8:16**

duty to warn, **8:14**

exceptions under Federal Tort  
Claims Act, **8:12**

government origin of defective  
navigational information as  
immaterial, **8:9**

how-to texts, little or no liability  
for publishing, **8:11**

inappropriate presentation of  
navigational information as  
defect, **8:8**

insurers' duty to defend defec-  
tive information as "prod-  
uct," **8:10**

navigational information, inap-  
propriate presentation as  
defect, **8:8**

negligent-misrepresentation,  
responsibility based on  
relationship, **8:13**

publisher's duty of care to read-  
ers, **8:17**

*Winter v. G.P. Putnam Sons:*  
encyclopedia of

**INFORMATION LIABILITY  
FOR TORT CLAIMS**

—Cont'd

- Defective information, strict liability—Cont'd mushrooms, **8:16**
- Disclaimers
  - effect, **8:26**
  - possible approaches, **8:27**
- Duty to warn, strict liability for defective information, **8:14**
- Erroneous financial data, First Amendment defense for manufacturers and distributors, **8:25**
- Federal Tort Claims Act exceptions, strict liability for defective information, **8:12**
- First Amendment defense for manufacturers and distributors, **8:24, 8:25**
- Government origin of defective navigational information as immaterial, **8:9**
- How-to texts, little or no liability for publishing defective information, **8:11**
- Inappropriate presentation of navigational information as defect, **8:8**
- Insurers' duty to defend defective information as "product," **8:10**
- ISPs, immunity under Communications Decency Act, **8:29**
- Joint liability under Restatement (Second) of Torts § 876, **8:5**
- Navigational information, inappropriate presentation as defect
  - generally, **8:8**
  - government origin of defective navigational information as immaterial, **8:9**
- Negligence standards, **8:6**

**INFORMATION LIABILITY  
FOR TORT CLAIMS**

—Cont'd

- Negligent-misrepresentation, responsibility based on relationship, **8:13**
  - Publisher's duty of care to readers, strict liability for defective information, **8:17**
  - Resource lists and recommendations
    - advertising and sponsorship "recommendations," **8:20**
    - game product liability issues, **8:23**
    - game rules and information, **8:22**
    - "industry standards" publications, **8:21**
    - liability, generally, **8:18**
    - medical information recommendations, **8:19**
  - SPAM
    - additional consumer protection, **8:3**
    - liability for, **8:2**
  - Spyware
    - additional consumer protection, **8:3**
    - liability for, **8:2**
  - Strict liability
    - generally, **8:4**
    - defective information, strict liability, above
  - Web site operators and other, immunity under Communications Decency Act, **8:30**
- INFRINGEMENT ACTIONS**
- Copyright infringements, intellectual property overview, **1:15-1:17**
  - Domain Names** (this index)
  - Licenses** (this index)
  - Litigation Issues Relating to Software** (this index)

## INDEX

### INFRINGEMENT ACTIONS

#### —Cont'd

**Patent Infringement** (this index)

**Trademark Protection** (this index)

### IN-HOUSE COUNSEL

Attorney-client privilege, **27:5**

### INJUNCTIONS

Remedy for copyright infringement, **22:42**

### IN REM JURISDICTION

Generally, **25:1**

Anticybersquatting Consumer Protection Act (ACPA), generally, **25:4**

Bad faith requirement, **25:8**

Domain names, bad faith intent in infringement action, **23:13**

Due process, satisfaction, **25:5**

E-mail notice, **25:7**

Internet

Anticybersquatting Consumer Protection Act (ACPA), **25:4-25:9**

context, generally, **25:4**

Lanham Act requirement for personal jurisdiction, **25:3**

Lanham Act requirement for personal jurisdiction, Internet context, **25:3**

Mail notice, **25:7**

Metatags, inapplicability of ACPA, **25:9**

Notice by mail, e-mail, and publication, **25:7**

Publication, **25:7**

Quasi in rem jurisdiction, **25:2**

Situs questions, **25:6**

### INSURANCE

**Allocation of Risks in IT Contracts** (this index)

### INTELLECTUAL PROPERTY OVERVIEW

Generally, **1:1-1:20**

Damages. Intellectual property litigation, below

Intellectual property litigation  
copyright infringements, **1:15-1:17**

damages

copyright infringement, **1:16**

patent infringement claims, **1:13**

trademark infringements, **1:20**

injunction remedies

copyright infringement, **1:17**

patent infringements, **1:14**

monitoring

patents for infringement, **1:12**

trademarks for infringements, **1:20**

patent infringements, **1:11-1:14**

statutory damages

copyright infringement, **1:16**

trademark infringements, **1:20**

trademark infringements, **1:18-1:20**

treble damages, patent infringements, **1:13**

Ownership rights, limits, and issues

copyrights and “works for hire,” **1:5**

employees and patent rights/limitations, **1:4**

issues when transferring rights, **1:7**

joint developers, **1:6**

noncompete/confidentiality provisions, **1:3**

venture capital partners/joint developers, **1:6**

Practical considerations

contractual limits, **1:9, 1:10**

**INTELLECTUAL PROPERTY  
OVERVIEW—Cont'd**

- Practical considerations—Cont'd
  - defamation, contractual limits, **1:10**
  - law violations protection, contractual issues, **1:9**
  - refusals by vendors, provisions affecting revenue recognition, **1:8**
  - third-party claims protection, contractual issues, **1:9**
  - unauthorized use, contractual limits, **1:10**

**INTERNET**

- In Rem Jurisdiction** (this index)
- Litigation Issues Relating to Software** (this index)
- Patents. **Internet Patents** (this index)
- Personal Jurisdiction** (this index)
- Software patents, **3:5**

**INTERNET PATENTS**

- Absence of general duty to assign invention rights to employer, **3:29**
- Aggressive disclosure of prior art to patent examiner, **3:25, 3:26**
- Application
  - best-mode disclosure requirement, **3:7**
  - claims rule, **3:9**
  - combining multiple prior art references, **3:12**
  - enabling disclosure requirement, **3:6**
  - measuring claimed subject matter against “prior art,” **3:11**
  - nonobviousness, importance of circumstantial evidence, **3:13**
  - novelty requirement, **3:10-3:13**
  - source code disclosure, **3:8**

**INTERNET PATENTS—Cont'd**

- Assignment instruments
  - generally, **3:37**
  - common law scrutiny of invention assignment agreements, **3:36**
  - recording patent assignments, **3:38**
  - sample patent assignment, **App 3A**
- Assignment of invention rights
  - common law scrutiny of invention assignment agreements, **3:36**
  - instruments. Assignment instruments, above
  - ownership of employee’s inventions, **3:29-3:33**
- Automatic patent misconception, **3:3**
- Bar to ownership, **3:18, 3:19**
- Best-mode disclosure requirement, applications, **3:7**
- Beta testing and one-year deadline, **3:20**
- Claims rule, applications, **3:9**
- Combining multiple prior art references, applications, **3:12**
- Common law scrutiny of invention assignment agreements, **3:36**
- Disclosure
  - aggressive disclosure of prior art to patent examiner, **3:25, 3:26**
  - best-mode disclosure requirement, **3:7**
  - “material information” disclosure, **3:26**
  - source code disclosure, **3:8**
- Employee’s inventions, ownership of
  - generally, **3:28**
  - absence of general duty to assign invention rights to employer, **3:29**

## INDEX

### INTERNET PATENTS—Cont'd

- Employee's inventions, ownership of—Cont'd
  - assignment of invention rights to employer, generally, **3:29**
  - “hired to invent” employees, **3:30**
  - officer/director fiduciary obligation to assign, **3:32**
  - “set to experimenting” employees, **3:31**
  - state statutory regulation of employees' duty to assign invention rights, **3:33**
- Enabling disclosure requirement, applications, **3:6**
- Exceptions in assignment of invention rights to employer, **3:30-3:32**
- Filing deadlines, **3:16-3:21**
- Foreign countries, absence of grace period for filing, **3:21**
- Future provisional royalty rights, consideration in claims drafting, **3:24**
- General duty to assign invention rights to employer, **3:29**
- “Hired to invent” employees, ownership of employee's inventions, **3:30**
- “Joint ownership” of inventions codeveloped with other companies, **3:35**
- Judge- and jury-friendly patent application, **3:22**
- Nonobviousness
  - collecting “objective evidence of nonobviousness,” **3:27**
  - importance of circumstantial evidence in application, **3:13**
- Novelty requirement
  - applications, generally, **3:10-3:13**

### INTERNET PATENTS—Cont'd

- Novelty requirement—Cont'd
  - combining multiple prior art references, **3:12**
  - measuring claimed subject matter against “prior art,” **3:11**
  - nonobviousness, importance of circumstantial evidence, **3:13**
- “Objective evidence of nonobviousness,” **3:27**
- Off-duty inventions of employee, shop rights in, **3:34**
- Offers for sale, impact on filing deadlines, **3:17**
- Ownership considerations
  - aggressive disclosure of prior art to patent examiner, **3:25, 3:26**
  - assignment instruments, **3:37**
  - bar to ownership, **3:18, 3:19**
  - beta testing and one-year deadline, filing, **3:20**
  - common law scrutiny of invention assignment agreements, **3:36**
  - employee's inventions, ownership of, above
  - filing deadlines, **3:16-3:21**
  - foreign countries, absence of grace period for filing, **3:21**
  - future provisional royalty rights, consideration in claims drafting, **3:24**
  - “joint ownership” of inventions codeveloped with other companies, **3:35**
  - judge- and jury-friendly patent application, **3:22**
  - “material information” disclosure, **3:26**
  - “objective evidence of nonobviousness,” **3:27**

**INTERNET PATENTS—Cont'd**

- Ownership considerations
  - Cont'd
  - off-duty inventions of employee, shop rights in, **3:34**
  - offers for sale, impact on filing deadlines, **3:17**
  - perfection of security interests in patents, **3:39**
  - portfolio building, **3:14, 3:15**
  - provable claims, **3:23**
  - “provisional” patent applications, **3:15**
  - “public use” as bar to patent, **3:18**
  - recording patent assignments, **3:38**
- Patent law
  - generally, **3:1, 3:2**
  - automatic patent misconception, **3:3**
  - statutory subject matter, qualification as, **3:4**
  - USPTO and courts, **3:5**
- Perfection of security interests in patents, **3:39**
- Prior art
  - aggressive disclosure to patent examiner, **3:25, 3:26**
  - combining multiple prior art references in application, **3:12**
  - measuring claimed subject matter against “prior art” in application, **3:11**
- “Public use” as bar to patent, **3:18**
- Sample patent assignment, **App 3A**
- Security interests in patents, perfection, **3:39**
- “Set to experimenting” employees, ownership of employee’s inventions, **3:31**

**INTERNET PATENTS—Cont'd**

- Source code disclosure, applications, **3:8**
- Statutory subject matter, qualification as, **3:4**
- Trade secrets, “public disclosure” element, **4:9**
- USPTO and courts allowed for software patents, **3:5**

**IPSO-FACTO TERMINATION OF LICENSE**

- Bankruptcy, **18:18**

**IRON MOUNTAIN®**

**THREE-PARTY ESCROW SERVICE AGREEMENT**

- Source code escrow, **App 21A**

**ISPs**

- Contributory infringement or vicarious liability
- copyright infringement, generally, **22:24-22:27**
- “knowledge” factor, **22:25**
- Napster, Fonovisa, and Grokster, **22:26**
- Digital Millennium Copyright Act and copyright infringement, limitations on ISP liability, **22:28-22:34**
- Information liability for tort claims, immunity under Communications Decency Act, **8:29**

**JOINT DEVELOPMENT**

- Copyright protection, jointly developed works, **2:39, 2:40**
- Intellectual property overview, ownership rights, limits, and issues, **1:6**

**JOINT OWNERSHIP**

- Internet patents, inventions codeveloped with other companies, **3:35**

## INDEX

### KNOWLEDGE DATABASE

License support provisions, **15:32**

### LANHAM ACT

Domain names, infringement actions, **23:6, 23:7**

In rem jurisdiction, **25:3**

### LENGTH

License, **15:7**

Warranty, **15:18**

### LIBRARY OF CONGRESS

Copyright protection, mandatory deposit for Library of Congress collection, **2:28**

### LICENSE AGREEMENT

#### ESCROW PROVISIONS

Source Code Escrow (this index)

### LICENSES

Generally, **15:1, 18:1, 18:2**

Acceptance provisions generally, **15:11**

basic terms, generally, **15:11-15:15**

criteria, **15:12**

process, **15:13**

remedies, **15:14**

responsibilities resulting, **15:15**

software, generally, **15:11-15:15**

Access to support provisions, **15:30**

Antitrust considerations in licensing, **18:12**

Application of UCC to software license agreement, **18:3**

Assignment of agreement, **18:16**

Automatic stay in bankruptcy, **18:14**

Background, “wrap” agreements, **18:22**

Bankruptcy

generally, **18:13-18:18**

assignment of agreement, **18:16**

### LICENSES—Cont’d

Bankruptcy—Cont’d

automatic stay, **18:14**

continued possession of “intellectual property,” **18:17**

ipso-facto termination, **18:18**

rejection of license agreement, **18:15**

statutes affecting licensing, generally, **18:13-18:18**

Basic terms

generally, **15:11-15:37**

software acceptance. Acceptance of software, above

support, below

warranties, below

Beta code, **15:23**

Browsewrap. Shrinkwrap,

Clickwrap, and

Browsewrap Agreements

(this index)

Clickwrap. Shrinkwrap,

Clickwrap, and

Browsewrap Agreements

(this index)

Commencement

support provision, **15:35**

warranty, **15:18**

Compatibility, warranty provisions, **15:24**

Concurrent user licenses, **15:3**

Consequential damages under UCC, **18:6**

Consumer protection, **18:19, 18:20**

Continued possession of “intellectual property” after bankruptcy, **18:17**

Cooperation, infringement indemnification, **15:50**

Copyright protection, implied licenses, **2:42**

Correction or cure, support provisions, **15:28**

Cost of support services, **15:36**

LAW AND BUSINESS OF COMPUTER SOFTWARE

**LICENSES—Cont'd**

Coverage, infringement indemnification, **15:44**  
Cure. Correction or cure, above  
Defense duty, infringement indemnification, **15:47**  
Defenses  
    patent infringement charge, standing of licensee, **24:17**  
    software infringement charge, licensee's claim to be "owner," **22:37**  
Description  
    performance warranty, **15:17**  
    support provisions, **15:27-15:37**  
Development of software, license grant in Phase IV, **19:12**  
Disabling code, warranty provisions, **15:22**  
Distribution agreements, license issues, **17:2-17:5**  
Documentation, **15:31**  
Dollar caps, **15:53**  
Due date compliance, **15:25**  
Duration  
    length of license, **15:7**  
    warranty, **15:18**  
Duty to defend, infringement indemnification, **15:47**  
Enhancements, **15:29**  
Enterprise licenses, **15:5**  
Escrow provisions in license agreements. **Source Code Escrow** (this index)  
Example of software license, **15:54**  
Exclusions, infringement indemnification, **15:51**  
Export controls, effect on licensing, **18:11**  
Express warranties under UCC, **18:4**  
Extent of software supported, **15:34**

**LICENSES—Cont'd**

Federal consumer protection law, **18:19**  
Foreign countries  
    consideration of foreign law, **18:21**  
    infringement indemnification, **15:45**  
Grant of license  
    generally, **15:7**  
    length of license, **15:7**  
    list of prohibited uses, **15:10**  
    other elements, **15:9**  
    prohibited uses list, **15:10**  
    restrictions, **15:7-15:10**  
    users, **15:8**  
History of "wrap" agreements, **18:22**  
Hours of support, limits, **15:30**  
Identification of supported software, **15:34**  
Implied warranties of UCC, **18:5**  
Incidental damages under UCC, **18:6**  
Indemnification. Infringement indemnification, below  
Infringement indemnification  
    generally, **15:43**  
    cooperation, **15:50**  
    coverage of intellectual property rights, **15:44**  
    defense duty, **15:47**  
    duty to defend, **15:47**  
    exclusions, **15:51**  
    foreign countries, **15:45**  
    identification of intellectual property rights covered, **15:44**  
    infringement claim remedies, **15:52**  
    IP rights covered, **15:44**  
    liability limitations, **15:53**  
    limitations of liability, **15:53**  
    limiting risks, generally, **15:43-15:52**

## INDEX

### LICENSES—Cont'd

- Infringement indemnification
  - Cont'd
    - notification of claim, **15:48**
    - other IP rights, **15:46**
    - remedies, **15:52**
    - rights covered, **15:44**
    - settlement, **15:49**
    - territorial extent, **15:45**
    - United States compared to worldwide, **15:45**
    - U.S. vs worldwide, **15:45**
    - who is protected, **15:44**
    - worldwide versus U.S., **15:45**
- IP rights covered, **15:44**
- Ipso-facto termination, **18:18**
- Knowledge database, support provisions, **15:32**
- Laws, warranty provisions regarding compliance, **15:26**
- Length
  - generally, **15:7**
  - warranty, **15:18**
- Liability limitations, infringement, **15:53**
- License requirement for support provisions, **15:37**
- Limitation of remedies under UCC, **18:7**
- Limitations of liability, **15:53**
- Limiting risks
  - dollar caps, **15:53**
  - indemnification, above
  - source code escrow, **15:42**
  - warranty limitations. Warranties, below
- List of prohibited uses, **15:10**
- Magnuson-Moss Act, **18:19**
- Media warranty, **15:19**
- Model software license, **15:54**
- Notice
  - infringement claim, **15:48**
- On-site support, **15:30**
- Open-source code, warranty provisions, **15:23**

### LICENSES—Cont'd

- Performance Warranty** (this index)
- Prohibited uses list, **15:10**
- Provisions of agreement
  - generally, **15:6-15:53**
  - acceptance provisions, above
  - escrow provisions. **Source Code Escrow** (this index)
  - grant of license, above
  - infringement indemnification, above
  - support provisions, below
  - warranties, below
- Questions of fact, UCC as creator of fact issues, **18:8**
- Rejection of license agreement, **18:15**
- Remedies
  - infringement claim, **15:52**
  - software acceptance, **15:14**
  - warranty limitations, **15:41**
- Renewal of support services, **15:35**
- Requirement, support provisions, **15:37**
- Response time, support provisions, **15:33**
- Right to license, warranty of, **15:20**
- Server software licenses, **15:4**
- Service component, **18:2**
- Settlement, infringement indemnification, **15:49**
- Severity levels, support provisions, **15:33**
- Shrinkwrap, Clickwrap, and Browsewrap Agreements** (this index)
- Software license example, **15:54**
- State consumer protection laws, **18:20**
- Statutes affecting licensing
  - antitrust considerations, **18:12**
  - bankruptcy, above

**LICENSES—Cont'd**

- Statutes affecting licensing
  - Cont'd
  - compliance, warranty provisions, **15:26**
  - export controls, **18:11**
  - foreign law considerations, **18:21**
  - Magnuson-Moss Act, **18:19**
  - state consumer protection laws, **18:20**
  - tort liability and economic loss doctrine, **18:10**
  - Uniform Computer Information Transactions Act (UCITA), **18:9**
- Supported software, identification, **15:34**
- Support provisions
  - generally, **15:27-15:37**
  - access, limits, **15:30**
  - basic terms, generally, **15:27-15:37**
  - commencement, **15:35**
  - correction of error, **15:28**
  - cost, **15:36**
  - description, generally, **15:27-15:37**
  - documentation, **15:31**
  - enhancements, **15:29**
  - error correction, **15:28**
  - extent of software supported, **15:34**
  - hours of service, **15:30**
  - hours of support, limits, **15:30**
  - identification of supported software, **15:34**
  - identifying supported software, **15:34**
  - knowledge database, **15:32**
  - license requirement, **15:37**
  - limits on hours or access, **15:30**
  - on-site support, **15:30**
  - renewal, **15:35**
  - requirement for license, **15:37**

**LICENSES—Cont'd**

- Support provisions—Cont'd
  - response time, **15:33**
  - severity levels, **15:33**
  - supported software identification, **15:34**
  - term of service, **15:35**
  - updates, **15:29**
  - user groups database, **15:32**
- Termination, bankruptcy, **18:18**
- Term of support services, **15:35**
- Territorial extent, infringement indemnification, **15:45**
- Time
  - duration, above
  - support provisions, response, **15:33**
  - warranties, **15:18, 15:25**
- Tort liability and economic loss doctrine, **18:10**
- Types of licenses, **15:1-15:5**
- UCITA shrinkwrap revisions, **18:32**
- Uniform Commercial Code as basic law
  - application to software license agreement, **18:3**
  - express warranties under UCC, **18:4**
  - implied warranties of UCC, **18:5**
  - incidental and consequential damages, **18:6**
  - limitation of remedies, **18:7**
  - question of fact, UCC as creator of fact issues, **18:8**
- Uniform Computer Information Transactions Act (UCITA), **18:9**
- Unique type of contract, **18:1**
- Updates, support provisions, **15:29**
- U.S. vs worldwide infringement indemnification, **15:45**

## INDEX

### LICENSES—Cont'd

- Users
  - grant of license, **15:8**
  - support provisions, database of user groups, **15:32**
- Viruses, warranty provisions, **15:21**
- Warranties
  - generally, **15:16-15:16**
  - basic terms, generally, **15:16-15:26**
  - beta code, **15:23**
  - commencement date, **15:18**
  - compatibility, **15:24**
  - compliance with laws, **15:26**
  - disabling code, **15:22**
  - due data compliance, **15:25**
  - laws, compliance with, **15:26**
  - length, **15:18**
  - limitations
    - generally, **15:38**
    - limiting risks, generally, **15:38-15:41**
    - notice, **15:39**
    - opportunity to cure, **15:40**
    - remedies, **15:41**
  - media warranty, **15:19**
  - open-source code, **15:23**
  - performance warranty, **15:17**
  - right to license, **15:20**
  - time, **15:18, 15:25**
  - viruses, **15:21**

### LINKING TO OTHERS' WEB SITES

- Copyright infringement and Internet, **22:23**

### LITIGATION ISSUES RELATING TO SOFTWARE

- Generally, **22:1-22:43**
- Aftermarket or add-on software, marketing, **22:10**
- Big three: Napster, Fonovisa, and Grokster, contributory infringement or vicarious

### LITIGATION ISSUES RELATING TO SOFTWARE

#### —Cont'd

- liability and ISPs, **22:26**
- Close similarity requirement, copying “structure, sequence and organization,” **22:14**
- Contributory infringement and ISPs
  - copyright infringement, generally, **22:24-22:27**
  - “knowledge” factor, **22:25**
- Napster, Fonovisa, and Grokster, **22:26**
- vicarious copyright infringement, **22:27**
- Contributory liability and “knowledge” factor, **22:25**
- Controlling persons' personal liability, remedies for infringement, **22:41**
- Copying “structure, sequence and organization”
  - close similarity requirement, **22:14**
  - copyright infringement, **22:11-22:14**
  - declining abstraction levels, **22:12**
  - filtration of unprotectable subject matter, **22:13**
  - six levels of declining abstraction, **22:12**
- Copyright infringement
  - generally, **22:1-22:43**
  - aftermarket or add-on software, marketing, **22:10**
  - copying “structure, sequence and organization,” above defenses to copyright infringement charges, below
  - Digital Millennium Copyright Act and copyright infringement, below
  - direct infringement, **22:2**

**LITIGATION ISSUES  
RELATING TO SOFTWARE**

**—Cont'd**

- Copyright infringement—Cont'd
  - disassembly and reverse engineering, **22:8, 22:9**
  - exception in DMCA, reverse engineering, **22:9**
  - Internet and copyright infringement, below
  - jointly developed works, protection, **2:40**
  - marketing of aftermarket or add-on software, **22:10**
  - 1998 DMCA amendment to Section 117, use by “unauthorized” person, **22:6**
  - remedies for infringement, below
  - reverse engineering, **22:8, 22:9**
  - “substantial similarity,” **22:3**
  - unauthorized copying or distribution, **22:4**
  - unauthorized use of software, **22:7**
  - use by “unauthorized” person, **22:5, 22:6**
- “Copyright management information” removal, impact of Digital Millennium Copyright Act, **22:17**
- Declining abstraction levels, copying “structure, sequence and organization,” **22:12**
- Defenses to copyright infringement charges
  - generally, **22:35**
  - licensee’s claim to be “owner,” **22:37**
  - modification of owned copies of software, **22:38**
  - partial immunity under Section 117, **22:36**
- Defense to patent infringement claim, standing of licensee, **24:17**

**LITIGATION ISSUES  
RELATING TO SOFTWARE**

**—Cont'd**

- Digital Millennium Copyright Act and copyright infringement
  - “copyright management information” removal, **22:17**
  - eligibility for limitations, generally, **22:29**
  - exceptions to anti-circumvention prohibition, **22:16**
  - impact on copyright protection, **22:15-22:17**
  - information location tools limitation, **22:33**
  - limitations on ISP liability, **22:28-22:34**
  - nonprofit educational institutions liability, special rules, **22:34**
  - remedies, **22:44**
  - reverse engineering exception, **22:9**
  - system caching limitation, **22:31**
  - systems or networks information limitation, **22:32**
  - transitory communications limitation, **22:30**
  - use by “unauthorized” person, 1998 DMCA amendment to Section 117, **22:6**
- Direct infringement, **22:2**
- Disassembly and reverse engineering, **22:8, 22:9**
- Educational institutions, limitations on ISP liability of nonprofit educational institutions under DMCA, **22:34**
- Eligibility for limitations to ISP liability under DMCA, **22:29**
- Exceptions
  - anti-circumvention prohibition, Digital Millennium Copyright Act and copyright infringement, **22:16**

## INDEX

### LITIGATION ISSUES

#### RELATING TO SOFTWARE

##### —Cont'd

- Exceptions—Cont'd
  - reverse engineering exception in DMCA, **22:9**
- Filtration of unprotectable subject matter, copying “structure, sequence and organization,” **22:13**
- Injunction, remedy for infringement, **22:42**
- Internet and copyright infringement
  - generally, **22:18-22:23**
  - contributory liability and “knowledge” factor, **22:25**
  - infringement liability for Web surfing per se, **22:20**
  - linking to others’ Web sites, **22:23**
  - secondary liability, **22:24-22:27**
  - sharing copyrighted files over Internet, **22:19**
  - trespass liability for Web surfing per se, **22:21**
  - Web site mirroring and framing, **22:22**
- ISPs
  - contributory infringement and ISPs, above
  - Digital Millennium Copyright Act and copyright infringement, limitations on ISP liability, **22:28-22:34**
  - eligibility for limitations to ISP liability under DMCA, **22:29**
  - vicarious liability and ISPs, below
- Jointly developed works, copyright protection, **2:40**
- “Knowledge” factor and contributory liability, **22:25**

### LITIGATION ISSUES

#### RELATING TO SOFTWARE

##### —Cont'd

- Licensee’s claim to be “owner,” defense to infringement charges, **22:37**
- Limitations on ISP liability under DMCA. Digital Millennium Copyright Act and copyright infringement, above
- Linking to others’ Web sites, **22:23**
- Marketing of aftermarket or add-on software, **22:10**
- Modification of owned copies of software, defense to infringement charge, **22:38**
- Napster, Fonovisa, and Grokster, contributory infringement or vicarious liability and ISPs, **22:26**
- 1998 DMCA amendment to Section 117, use by “unauthorized” person, **22:6**
- Nonprofit educational institutions liability, limitations under DMCA, **22:34**
- Partial immunity under Section 117, defense to infringement charge, **22:36**
- Product recall, remedy for infringement, **22:43**
- Remedies for infringement
  - generally, **22:39**
  - controlling persons’ personal liability, **22:41**
  - injunctions, **22:42**
  - product recalls, **22:43**
  - seizures, **22:42**
  - statutory damages, **22:40**
- Secondary liability under federal copyright law, **22:24-22:27**
- Seizure, remedy for infringement, **22:42**
- Sharing copyrighted files over Internet, **22:19**

**LITIGATION ISSUES**

**RELATING TO SOFTWARE**

**—Cont'd**

- Six levels of declining abstraction, copying “structure, sequence and organization,” **22:12**
- Statutory damages as remedy for infringement, **22:40**
- Structure, sequence and organization in copyright infringement. Copying “structure, sequence and organization,” above
- “Substantial similarity,” copyright infringement, **22:3**
- System caching limitation, limitations on ISP liability under DMCA, **22:31**
- Systems or networks information, limitation on ISP liability under DMCA, **22:32**
- Transitory communications, limitation on ISP liability under DMCA, **22:30**
- Trespass liability for Web surfing per se, **22:21**
- Unauthorized copying or distribution, **22:4**
- Unauthorized use of software, **22:7**
- Use by “unauthorized” person, **22:5, 22:6**
- Vicarious liability and ISPs copyright infringement, generally, **22:24-22:27**
  - “knowledge” factor, **22:25**
  - Napster, Fonovisa, and Grokster, **22:26**
  - secondary liability, **22:27**
- Web site mirroring and framing, **22:22**
- Web surfing per se infringement liability, **22:20**
- trespass liability, **22:21**

**LOCATION**

- In rem jurisdiction, situs questions, **25:6**

**“LOCK-IN” OF CONTRACT**

- Shrinkwrap, clickwrap, and browsewrap agreements, **18:25**

**MAGNUSON-MOSS ACT**

- Licenses agreements, **18:19**

**MAIL NOTICE**

- In rem jurisdiction, **25:7**

**MCKESSON SECURITIES CASE**

- Revenue recognition, risks, **10:7**

**METATAGS**

- Domain names, early legal issues involving metatags, **23:3**
- In rem jurisdiction, **25:9**
- Trademark protection, use of third party’s mark, **5:17**

**MODEL**

- Software license, **15:54**

**MODIFICATIONS**

- Defense to infringement charge, modification of owned copies of software, **22:38**
- Development of software, changes to SOW during Phase III, **19:7**
- Distribution agreements, international considerations and modifications, **17:5**

**NAMED USER LICENSES**

- Types of licenses, **15:2**

**NAPSTER**

- Litigation issues relating to software, **22:26**

**NEGLIGENCE**

- Information liability for tort claims, **8:6**

## INDEX

### NONOBVIOUSNESS

**Internet Patents** (this index)

### NOTICE

Breach notification rule, HITECH Act, **6:7**

Claim notice. **Allocation of Risks in IT Contracts** (this index)

**Copyright Protection** (this index)

Data security protections, data breach notification obligations, **13:12**

In rem jurisdiction, notice by mail, e-mail, and publication, **25:7**

**Licenses** (this index)

Shrinkwrap, clickwrap, and browsewrap agreements, **18:26**

### NOTICE OF CLAIM

**Allocation of Risks in IT Contracts** (this index)

### NOVELTY REQUIREMENT

**Internet Patents** (this index)

### OBLIGATIONS

Electronically stored information, **9:2**

### “OFF DUTY” CREATED WORKS

Copyright protection, **2:34**

### OFF-DUTY INVENTIONS

Internet patents, ownership considerations, **3:34**

### OFFSHORE OUTSOURCING

Outsourcing considerations, **12:5**

### ORIGINAL WORKS OF AUTHORSHIP

**Copyright Protection** (this index)

### OUTSOURCING

#### CONSIDERATIONS

Generally, **12:1**

### OUTSOURCING

#### CONSIDERATIONS

##### —Cont’d

Agreement for outsourcing, sample layout, **App 12A**

Complexities of outsourcing, **12:2**

Complex outsourcing, **12:4**

Conclusion, **12:7**

Functions or projects, outsourcing, **12:4**

Models, outsourcing model considerations, **12:2**

Offshore outsourcing, **12:5**

Sample layout, outsourcing agreement, **App 12A**

Simple outsourcing for staff augmentation, **12:3**

Specific legal protections, **12:6**

Staff augmentation, **12:3**

### OWNERSHIP

**Copyright Protection** (this index)

Development of software, Phase III ownership rights, **19:10**

**Intellectual Property Overview** (this index)

**Internet Patents** (this index)

**Trade Secrets** (this index)

### PATENT INFRINGEMENT

See also **Internet Patents** (this index)

All elements rule, analysis of infringement, **24:3**

Analysis of patent infringement generally, **24:2**

all elements rule, **24:3**

doctrine of equivalents, **24:4**

inducement and/or contributory infringement, **24:5**

two-step approach, **24:3**

Antitrust defense, **24:18**

Binding nature of claim language drafted, **24:9**

Challenge to validity of infringement claim, **24:16**

**PATENT INFRINGEMENT**

—Cont'd

- Choice of claim language, **24:10**
- Clear statement of department from ordinary meaning of claim language, **24:8**
- Construction of claim, **24:6**
- Contributory and/or induced infringement, **24:5**
- Dealing with potential infringement issues, **24:15**
- Defenses to infringement claim
  - antitrust, **24:18**
  - challenge to validity, **24:16**
  - patent misuse, **24:18**
  - presumption of market power, **24:18**
  - standing of licensee, **24:17**
- Doctrine of equivalents
  - analysis of patent infringement, **24:4**
  - expansion of patent protection, **24:12**
  - limitations on doctrine of equivalents, **24:13**
  - means-plus-function claims, **24:14**
- Expansion of patent protection
  - doctrine of equivalents, **24:12**
  - limitations on doctrine of equivalents, **24:13**
  - means-plus-function claims and doctrine of equivalents, **24:14**
- Inducement and/or contributory infringement, **24:5**
- Intellectual property litigation, **1:11-11:14, 24:1-24:19**
- Limitations on doctrine of equivalents, **24:13**
- Means-plus-function language, **24:11**
- Ordinary meaning of claim language, **24:7, 24:8**
- Patent misuse defense, **24:18**

**PATENT INFRINGEMENT**

—Cont'd

- Presumption of market power defense, **24:18**
- Remedies, **24:19**
- Standing of licensee, defense to infringement claim, **24:17**
- Strengthening patent protection
  - binding nature of claim language drafted, **24:9**
  - choice of claim language, **24:10**
  - claim construction, **24:6**
  - clear statement of department from ordinary meaning, **24:8**
  - means-plus-function language, **24:11**
  - ordinary meaning of claim language, **24:7**
- Two-step approach to analysis of infringement, **24:3**

**PATENTS**

- infringement. **Patent Infringement** (this index)
- Internet Patents** (this index)
- Registration, trade secret protection, **4:14**
- United States Patent and Trademark Office, **3:5**

**PAYMENTS**

- Development of software, Phase III, **19:9**

**PENALTIES**

- Development of software, Phase III, **19:8**
- Electronically stored information, **9:14**

**PERFECTING SECURITY INTERESTS**

- Copyright protection, **2:43**
- Internet patents, **3:39**

**PERFORMANCE WARRANTY**

- Generally, **15:17**

## INDEX

### PERFORMANCE WARRANTY

#### —Cont'd

System performance warranty,  
20:5

### PERPETUAL LICENSE

Grant of license, 15:7

### PERSONAL JURISDICTION

Generally, 26:1

Active web sites, 26:4, 26:7

Basic principles, 26:2

Foreign jurisdictions in foreign  
countries, Internet-based  
activities, 26:8

Interactive web sites, 26:6

Internet sites

active web sites, 26:4, 26:7

foreign jurisdictions in foreign  
countries, Internet-based  
activities, 26:8

interactive web sites, 26:6

minimum contacts, generally,  
26:4

passive web sites, 26:4, 26:5

Minimum contacts in Internet  
context, generally, 26:4

Passive web sites, 26:4, 26:5

### PHASE I IN SOFTWARE DEVELOPMENT

RFP process, 19:2

### PHASE II IN SOFTWARE DEVELOPMENT

Creation of statement of work  
(SOW), 19:3-19:5

### PHASE III IN SOFTWARE DEVELOPMENT

Generally, 19:6-19:10

### PHASE IV IN SOFTWARE DEVELOPMENT

Acceptance, 19:11, 19:12

### PLACE OR LOCATION

Copyright protection, placement  
of notice, 2:10

### POLITICAL CHANGES

Impact on export control restric-  
tions, 6:21

### PREEMPTION

Shrinkwrap, clickwrap, and  
browsewrap agreements,  
18:29

### PRELIMINARY CONFERENCES

Electronically stored information,  
9:5

### PRICE DISCRIMINATION

Shrinkwrap, clickwrap, and  
browsewrap agreements,  
18:28

### PRIOR ART

Internet Patents (this index)

### PRIVACY

Breach notification rule, HITECH  
Act, 6:7

Data security protections

EU privacy compliance provi-  
sion, 13:19

Health Information Technology  
for Economic and Clinical  
Health Act (HITECH Act),  
6:7

other data privacy regimes,  
13:10

Federal regulations, generally, 6:1

Financial Privacy Rule of GLBA,  
6:3

Health Information Portability and  
Accountability Act (HIPAA),  
6:5, 6:6

Health Information Technology  
for Economic and Clinical  
Health Act (HITECH Act),  
6:7

International privacy  
considerations, federal law,  
6:9

- ProCD DECISION**  
**Shrinkwrap, Clickwrap, and  
Browsewrap Agreements**  
(this index)
- PRODUCTION OF  
INFORMATION**  
**Electronically Stored Informa-  
tion** (this index)
- PRODUCT RECALL**  
Remedy for copyright infringement,  
**22:43**
- 'PROTECTED' COMPUTERS**  
Computer Fraud and Abuse Act,  
**6:23**
- PUBLICATION**  
In rem jurisdiction, **25:7**
- PUBLIC USE**  
Internet patent, bar, **3:18**
- PUBLISHED PROGRAMS**  
Copyright protection, notice, **2:7**
- QUASI IN REM JURISDICTION**  
In rem jurisdiction, **25:2**
- RECOMMENDATIONS**  
**Resource Lists and Recom-  
mendations** (this index)
- REGISTRATION**  
**Copyright Protection** (this index)  
**Domain Names** (this index)  
Patent, **4:14**  
**Trademark Protection** (this  
index)
- RESOURCE LISTS AND  
RECOMMENDATIONS**  
Clickwrap or browsewrap agree-  
ments, **18:33**  
Information liability for tort  
claims  
advertising and sponsorship  
"recommendations," **8:20**
- RESOURCE LISTS AND  
RECOMMENDATIONS**  
—Cont'd  
Information liability for tort  
claims—Cont'd  
game product liability issues,  
**8:23**  
game rules and information,  
**8:22**  
"industry standards" publica-  
tions, **8:21**  
liability, generally, **8:18**  
medical information recom-  
mendations, **8:19**
- RETENTION**  
**Electronically Stored Informa-  
tion** (this index)
- REVENUE RECOGNITION**
- RISKS**  
Generally, **10:1**  
Audit Standard No. 2 and fraudu-  
lent revenue recognition,  
**10:8**  
FASB emerging issues task force  
consensus, **10:4**  
Fraud and Audit Standard No. 2,  
**10:8**  
GAAP principles, **10:2**  
McKesson securities case, **10:7**  
Position 97-2 Statement, **10:3**  
Sarbanes-Oxley Act, **10:5**  
Software revenue recognition  
cases, **10:6-10:8**  
Specific legal protections, **10:9**  
Statement of Position 97-2, **10:3**
- REVERSE DOMAIN NAME  
HIJACKING**  
Uniform Domain-Name Dispute  
Resolution Policy Rules 1,  
15(e), and 16(b), **23:25**
- REVISED FEDERAL RULES OF  
CIVIL PROCEDURE**  
**Electronically Stored Informa-  
tion** (this index)

## INDEX

### ROYALTY RIGHTS

Internet patents, consideration of future provisional royalty rights in drafting claims, **3:24**

### SALES

Copyright protection, first sale doctrine, **2:17**

### SANCTIONS

Development of software, Phase III, **19:8**  
Electronically stored information, **9:14**

### SARBANES-OXLEY ACT

Practical implications for compliance, **6:11**  
Reason for regulation, **6:10**  
Revenue recognition risks, **10:5**

### SCREEN DISPLAY

Copyright protection, **2:30**

### SEARCHES

Domain name selection, trademark searches, **23:5**

### SECURITY INTERESTS

Copyright protection, perfecting, **2:43**  
Internet patents, perfection, **3:39**

### SEIZURE OF PROPERTY

Remedy for copyright infringement, **22:42**

### SERVER SOFTWARE

#### LICENSES

Types of licenses, **15:4**

### SERVICES

Licenses (this index)

### SETTLEMENT

Allocation of Risks in IT Contracts (this index)  
License infringement indemnification, **15:49**

### “SET TO EXPERIMENTING” EMPLOYEES

Internet patents, ownership of employee’s inventions, **3:31**

### SHRINKWRAP, CLICKWRAP, AND BROWSEWRAP AGREEMENTS

Generally, **18:22-18:33**  
Background, **18:22**  
Click-through signatures, **18:27**  
Clickwrap or browsewrap agreements, **18:33**  
Current “wrap” case law enforceable provisions, **18:30**  
unenforceable agreements, **18:31**  
Deferring “lock-in” of contract, **18:25**  
Economic justification, **18:28**  
Enforceable provisions current “wrap” case law, **18:30**  
*ProCD* decision, **18:24-18:29**  
Federal preemption, **18:29**  
Justification of enforceability, **18:28**  
“Lock-in” of contract, **18:25**  
Notices, **18:26**  
Preemption, **18:29**  
Price discrimination as economic justification, **18:28**  
*ProCD* decision click-through signatures, **18:27**  
deferring “lock-in” of contract, **18:25**  
discrimination as economic justification, **18:28**  
economic justification, **18:28**  
enforceable shrink-wrap license, **18:24-18:29**  
federal preemption, **18:29**  
justification, **18:28**  
“lock-in” of contract, **18:25**  
notices, **18:26**  
preemption, **18:29**

**SHRINKWRAP, CLICKWRAP,  
AND BROWSEWRAP**

**AGREEMENTS—Cont'd**

- ProCD* decision—Cont'd
  - price discrimination, **18:28**
  - restrictive view of federal preemption, **18:29**
  - short-form package notices, **18:26**
  - “signatures,” **18:27**
- Recommendations, **18:33**
- Restrictive view of federal preemption, **18:29**
- Short-form package notices, **18:26**
- “Signatures,” **18:27**
- Step-Saver* decision, **18:23**
- UCITA shrink-wrap revisions, **18:32**
- Unenforceable agreements
  - current “wrap” case law, **18:31**
  - shrink-wrap license, **18:23**

**SIGNATURES**

- Shrinkwrap, clickwrap, and browserwrap agreements, **18:27**

**SOURCE CODE**

- Copyright protection, trade secrets registration, **2:29**
- Escrow. **Source Code Escrow** (this index)
- Internet patent application, disclosure, **3:8**

**SOURCE CODE ESCROW**

- Generally, **21:1**
- Conditions for release, license agreement escrow provisions, **21:6**
- Deposits, license agreement escrow provisions, **21:4**
- Direct escrow arrangements, **21:10**
- Encryption as alternative to escrow, **21:14**

**SOURCE CODE ESCROW**

**—Cont'd**

- Escrow agent agreement, **21:11, 21:12**
- Iron Mountain® Three-Party Escrow Service Agreement, **App 21A**
- License agreement escrow provisions
  - generally, **21:2-21:9**
  - additional considerations, **21:9**
  - conditions for release, **21:6**
  - deposits of materials, **21:4**
  - limiting risks, **15:42**
  - release, **21:6, 21:7**
  - two-party vs. three-party escrow agreements, **21:3**
  - use rights of source code materials, **21:8**
  - verification, **21:5**
- Litigation considerations for escrow agreements, **21:13**
- Release, license agreement escrow provisions, **21:6, 21:7**
- Sample escrow agent provisions, **21:12**
- Two-party vs. three-party escrow agreements, **21:3**
- Use rights of source code materials, **21:8**
- Verification of license agreement escrow provisions, **21:5**

**SPAM**

- Information liability for tort claims, **8:2, 8:3**

**SPECIALLY COMMISSIONED WORKS**

- Copyright protection, **2:36**

**SPYWARE**

- Information liability for tort claims, **8:2, 8:3**

**STATEMENT OF WORK (SOW)**

- Development of Software** (this index)

## INDEX

### STATES

Data security protections, state regulations, **13:4**

### STEP-SAVER DECISION

Shrinkwrap, clickwrap, and browserwrap agreements, **18:23**

### SYSTEM ACQUISITION AGREEMENT

System agreements, **20:9**

### SYSTEM AGREEMENTS

Generally, **20:1-20:9**

Acceptance testing, **20:4**

Annotated system agreements, **20:8, 20:9**

Certain considerations, **20:3**

Components of system, **20:1**

Indemnification, **20:6**

Key considerations, **20:4-20:9**

Other considerations, **20:7**

System acquisition agreement, sample annotated, **20:9**

Turnkey agreement, **20:2**

Warranty of system performance, **20:5**

### TERMINATION

Licenses, bankruptcy issues, **18:18**

### TERM LICENSE

Grant of license, **15:7**

### THIRD PARTY

Trademark protection, ownership considerations in use of third party's mark, **5:17, 5:18**

### TITLE 17 OF U.S.C.

Chapter 1 text, subject matter and scope of copyright, **App A**

Chapter 2 text, copyright ownership and transfer, **App B**

### TORT CLAIMS

Domain names, contributory infringement, **23:8**

### TORT CLAIMS—Cont'd

**Information Liability for Tort Claims** (this index)

Licensing, laws affecting, **18:10**

### TRADEMARK PROTECTION

Generally, **5:1-5:19**

Amendments to applications, **5:15**

Applications

amendments, **5:15**

basis for filing, **5:12**

international class, **5:13**

post publication opposition to application, **5:16**

requirements, **5:11**

specimens, **5:14**

Basis for filing applications, **5:12**

Descriptions

service mark, **5:2**

trademark, **5:2**

Dilution of mark, infringement of others' trademark rights, **5:7**

Domain name selection, trademark searches, **23:5**

“Famous,” benefits of branding, **5:19**

Infringement

dilution of mark, infringement of others' trademark rights, **5:7**

likelihood of confusion, infringement of others' trademark rights, **5:6**

International class application requirements, **5:13**

Likelihood of confusion, infringement of others' trademark rights, **5:6**

Metatags or URLs, use of third party's mark, **5:17**

Ownership considerations

branding benefits, **5:19**

“fair use” of third party's mark, **5:18**

metatags or URLs, use of third party's mark, **5:17**

**TRADEMARK PROTECTION**

—Cont'd

- Ownership considerations
  - Cont'd
    - third party's mark, **5:17, 5:18**
- Post publication opposition to application, **5:16**
- Priority of rights in trademarks, **5:4**
- Registration
  - generally, **5:8**
  - applications, above
  - benefits, **5:9**
  - considerations, **5:10**
- Service mark, what is, **5:2**
- Specimens, applications, **5:14**
- Third party's mark, ownership considerations, **5:17, 5:18**
- Trademark law, generally, **5:1-5:7**
- URL, use of third party's mark, **5:17**

**TRADE SECRETS**

- Generally, **4:1**
- Analysis of claim, **4:12**
- Categories of trade secret information, **4:5, 4:6**
- Claim analysis, **4:12**
- Computer Fraud and Abuse Act claims, **4:21**
- Confidentiality obligation providing protection, **4:16**
- Copyright protection of unpublished trade secrets programs, notice, **2:9**
- Copyright registration, protection of trade secret, **4:13**
- Employee considerations, **4:17**
- Employer's liability, **4:18**
- "Improper means" element, **4:10**
- International enforcement procedures, **4:19**
- IP registration, effect on
  - copyright registration, **4:13**
  - patent registration, **4:14**

**TRADE SECRETS—Cont'd**

- Misappropriation, considerations in proving, **4:20**
- Ownership considerations
  - Computer Fraud and Abuse Act claims, **4:21**
  - employee considerations, **4:17**
  - international enforcement procedures, **4:19**
  - liability of employers, **4:18**
  - misappropriation, considerations in proving, **4:20**
  - protection measures, **4:15-4:17**
  - protection via confidentiality obligation, **4:16**
- Patent registration, protection of trade secret, **4:14**
- Preemption by federal law, **4:11**
- "Public disclosure" element, **4:9**
- Qualification for protection
  - generally, **4:4**
  - categories of trade secret information, **4:5, 4:6**
  - "improper means" element, **4:10**
  - "public disclosure" element, **4:9**
  - substantial element of secrecy, **4:7**
  - "use" element, **4:8**
- Restatements' definitions, **4:2**
- Substantial element of secrecy, **4:7**
- Uniform Trade Secret Act, **4:3**
- "Use" element, **4:8**

**TRAFFICKING IN INFRINGING DOMAIN NAME**

- Action under Anticybersquatting Consumer Protection Act, **23:10**

**TURNKEY AGREEMENT**

- System agreements, **20:2**

INDEX

**UCITA (UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT)**

Shrinkwrap revisions, **18:32**  
Statutes affecting licensing, **18:9**

**UNIFORM COMMERCIAL CODE**

Basic law in licensing agreements.  
**Licenses** (this index)

**UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT (UCITA)**

Shrinkwrap revisions, **18:32**  
Statutes affecting licensing, **18:9**

**UNITED STATES PATENT AND TRADEMARK OFFICE**

Internet software patents, **3:5**

**UNIVERSITIES**

Copyright protection, works created by university scholars, **2:35**

Limitations on ISP liability of nonprofit educational institutions under DMCA, **22:34**

**URLs**

Trademark protection, use of third party's mark, **5:17**

**USER DATABASE**

License support provisions, **15:32**

**VICARIOUS LIABILITY AND ISPs**

'Knowledge' factor, **22:25**  
Napster, Aimster, and Grokster, **22:26**

**WAIVER**

Employee versus contractor, contractual protection, **11:7**

**WARRANTIES**

**Licenses** (this index)  
**Performance Warranty** (this index)  
System agreements, **20:5**

**WEB SITE MIRRORING AND FRAMING**

Internet and copyright infringement, **22:22**

**WEB SURFING PER SE**

Infringement liability, **22:20**  
Trespass liability, **22:21**

**WORK PRODUCT**

Attorney-client privilege, extension of protection, **27:9**  
Employee versus contractor, contractual protections, **11:5**

**WORKS FOR HIRE**

**Copyright Protection** (this index)

<http://www.pbookshop.com>