

(Frequently) Asked Questions

1. A question was posed regarding allowable sources of law. The question was specifically whether also legal literature and government bills (*förarbeten, esityöt*) may be used. The answer is that yes they may be used. The normal rules on the sources of law apply.
2. “Our unresolved question is whether SSP has admitted that they are liable to pay a per unit royalty for UGC as long as the UGC constitutes a copyright infringement by the End User, or if it is necessary to build an argumentation as to whether SSP itself is / is not liable for the infringement(s) made by the End User. The wording in the case states that we are to consider "which items of UGC" SSP is liable for. The wording may be interpreted such that SSP has admitted that they are liable for infringements made by End User`s in general, such that the disagreement is limited as to what types of UGC constitutes an infringement.”

The answer to this question is that UGC has not admitted liability for the acts of End Users. The disagreement pertains both to what types of UGC constitute an infringement and whether SSP is liable for them.

3. There is a typographical error in the question: There are only FIVE questions to answer, NOT six, as indicated in the question.
4. Are the terms "license fee" in the par. 7 and "royalty" in the 8 of the Case used as synonyms, or should these two be regarded as separate fees? More particular, is the statement "license fee is due if there is an infringement in the light of Nordic copyright law and SSP is to be regarded as liable for the infringement" (par. 11 of the Case), refers to both "license fee" and "royalty" or just "license fee" itself?

The terms "license fee" and "royalty" in the paragraphs are used interchangeably.