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[DRAFTING NOTE: Definition of "Creative Commons Compatible Licence": The definition will only be in the BY-SA licence]

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[DRAFTING NOTE: Item (iv) will only appear in the BY-SA licence.]

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- (e) Moral rights remain unaffected to the extent they are recognised and not waivable by applicable law.
- (f) For the avoidance of doubt: The restrictions mentioned above (4(a) to 4 (d)) do not apply to those parts of the work considered to fall within the definition of a "Work" under this licence exclusively because they meet the criteria of the sui generis database right under national law implementing Directive 96/9/EC on the legal protection of databases.

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