# Important Tips for Resolving an SIIA Audit During or Immediately After a BSA Audit

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Sometimes a company receives notices of audits from many publishers or trade associations at the same time. Often this is because multiple agencies have received confidential reports from the same informant. If a current or previous employee contacts both the Software & Information Industry Association ("SIIA") and BSA|The Software Alliance ("BSA"), the company may face an audit from both of these entities at the same time, or in close proximity to one another.

Once a software audit inquiry is initiated, it can be difficult to convince the auditor to disengage. However, there are a few important tips to cope with an SIIA audit after a BSA audit.

**1.Identify the date of the request**

Typically, the first entity to request an audit has priority over the second. Therefore, if you receive a BSA audit demand prior to the SIIA audit demand, you may request that the SIIA stand down while you complete the initial audit.

**2. Identify the software publishers involved**

While the SIIA may be convinced to disengage from auditing any overlapping software publishers, the attorney representing the SIIA may insist on a concurrent audit of any software

publishers that are not BSA members.

The initial audit letter from both the BSA and SIIA should identify which software publishers are within the scope of the audit. It is crucial to compare the letters and determine which, if any, publishers overlap and request that these are excluded from the second audit.

**3. Get a release of liability from the original audit**

The most important provision in a settlement agreement to resolve copyright infringement claims is the release of liability provision. In the event that a company determines that it has a license deficiency for any software products and is required to pay a penalty for alleged copyright infringement, it is critical that the company obtains a release of liability for all deficient software.

This provision will prevent the second auditors from seeking damages for the same software installations. If in doubt, a company should retain counsel experienced in resolving and negotiating software audits.