Top Tips for Post-Audit Software Remediation

Insight

Because many companies are weary from the time and expense incurred during the course of the audit, some do not take the remediation process seriously. This article provides tips for remediation to ensure the post-settlement obligations are met and the release of liability is secured.

Software Audits | A Legal Perspective – Webinar

Event, Nov. 2, 11 a.m.

Software attorney Robert J. Scott will give real world examples of what happens when software audits wind up in court when he presents a 60-minute complimentary webinar Wednesday, Nov. 2, beginning at 11 a.m. CST.

Burden of Proof in Copyright Infringement Matters

Insight

In a civil copyright infringement claim, many users of copyrighted material are surprised to learn that once the

copyright owner has demonstrated that it owns a copyright in the work, the burden shifts to the copyright user to demonstrate that it had the right to use the work in the way it was using it.

Negotiating Software Contracts – Indemnification Section (Parts 2 & 3 of 3)

Insight

Stephen F. Pinson of Scott & Scott, LLP discusses questions that licensors and licensees should ask when negotiating an indemnification provision within a software contract.

Licensing Implications of Oracle's NetSuite Acquisition

Insight

NetSuite's customers soon may notice some pretty significant changes, at least on the purchasing and contracting side, now that Oracle is working to acquire NetSuite for approximately $9.3 billion, writes Christopher Barnett of Scott & Scott LLP..

Lessons Learned in Over 500 Software License Disputes

Insight

Regardless of whether the publisher is Microsoft, Adobe, Autodesk, Oracle, IBM or any of their trade groups including the BSA | The Software Alliance, Robert Scott of Scott & Scott LLP sees common issues.

Software Contracts – Successfully Negotiating an Indemnification Section (Part 1 of 3)

Insight

Jeff Pinson of Scott & Scott, LLP, says that, beecause Indemnification is a risk transfer mechanism, it is crucial to understand the provision and to successfully negotiate it to prevent unwanted risk.

How Binding Is Your Browsewrap Agreement?

Article

With a browsewrap agreement, the user's assent to the agreement's terms is inferred from the user's use of the website, write Carolyn S. Toto and Kimberly Buffington of Pillsbury Winthrop Shaw Pittman.

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

Article

Once a sotware 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.

Google Beats Oracle on Copyright, Defeating $9 Billion Claim

News

Google won a jury verdict that ends Oracle's claim to a $9

billion slice of the search giant’s Android phone business, reports The Washington Post.

For SPLA Audits, When Historical Data is Missing, Creativity May Be Required

Article

Since SPLA pricing is based on a monthly reporting model, SPLA audits look at historical usage during the period covered by an audit (often, three years or more), and then compare that historical usage to a licensees’ historical usage reports.

And that historical-usage element is where almost all SPLA licensees routinely fall short.

Avoid Copyright Infringement Claims for Affiliates and Subsidiaries

Article

Keli Johnson Swan of Scott & Scott LLP discusses how to navigate software license agreements for large corporations.

Are Artificial-Intelligence Software Audits Around the Corner?

Article

Recent weeks have seen a number of news reports and announcements indicating that the Next Big Thing for audits – financial audits, at least, for the time being – is the use of artificial intelligence technologies to facilitate the analysis of large volumes of data in the context of audit-related activities.

Importance of Licensing Technology Created While at a University

Video

One of the most critical and important contracts a startup can focus on, and do correctly, is to properly license IP from a university so that it can be commercialized going forward.

Be Wary of Changes in New SPLA Contracts

Article

If software licensing can be said to have any “natural laws,” certainly the First Law could be paraphrased to something like: “If you agree to an inch, be prepared to give a mile.” So it is with Microsoft’s standard-form Services Provider License Agreement (SPLA).

Negotiating Software Contracts – Successfully Negotiating a Limitation of Liability

Article

A software provider’s liability is usually limited to the amount of fees paid to the vendor or a fraction thereof. The risk in not negotiating these terms is that the licensee is capped at the amount of damages.

How to Avoid Compliance Gaps

with Autodesk Downgrade Rights

Article

Keli Johnson Swan of Scott & Scott LLP offers a few helpful suggestions to ensure that the software remains properly licensed and in compliance with the Previous Version Rights pursuant to the subscription license agreement.

Open Source Software: Usually Cash-free, but with Strings Attached

Article

Open source software carries with it binding contractual obligations, which must be identified and complied with.

Legal Risks of IBM Licensing – Webinar

EVENT, Jan. 20, 11 a.m. CST

In a Scott & Scott webinar, partner Julie Machal-Fulks will discuss some of the challenges that organizations encounter when trying to ensure compliance with their IBM license agreements.