

K-Notes: SOFTWARE LICENSE AGREEMENT

From Oracle

All Parties Need Coverage

It is important to clarify that the use of the software is actually allowed. The clause “internal business operations” only includes customers and suppliers so if you have a business partner, he or she would not be covered.

“You want to have an alternative on hand before entering into signing something like this. This is deeply problematic.”



Martin Clausen
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“We’re talking about software that’s an integral part of large corporations’ infrastructure. You stand to risk license termination, and [the agreement] is a very small band-aid on a very large wound.”

KEY TAKEAWAYS

- **An Issue Of Basic Fairness**

You could have Oracle develop integrations or stand-alone software and they could claim it as their property. Make sure your use right covers your intended use.

- **Changing Terms**

This is an entirely dynamic document where Oracle controls the contents by changing what it is at the end of the URL. Oracle can amend or extend the agreement any way they want just by changing the URL. This is dangerous! Use static information in contracts.

- **Classifications**

The user must know a lot about the product to understand if the export laws apply. It is difficult to figure out what you are allowed to do with a product. Provide the user with classifications so that he or she is aware of what restrictions apply.

- **Avoid Broad Definitions**

Employee definition in this case is very broad. It includes everyone who provides the service and has access, use, or are tracked by the programs. To avoid making a contract one-sided and unfair, only define what is needed.