Using a sample licensing agreement, join on Day 2 as our Distinguished Co-Chairs lead an open discussion of the clauses and terms of the software license agreement in a mock negotiation format.

**Ameen Haddad**
Managing Counsel
Oracle USA, Inc.

**Lothar Determann**
Partner
Baker & McKenzie LLP

Benchmark your licensing practices against
CA Technologies
EMC Corporation
Epicor Software Corporation
Farmers Group, Inc.
MATRIXX Software, Inc.
Microsoft Corporation
Nationwide Mutual Insurance Company
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Proofpoint, Inc.
salesforce.com
Samsung Information Systems America
Symantec Corporation
Visa, Inc.
Xerox Corporation

**November 4-5, 2013 | Hotel Nikko, San Francisco, CA**

Software Licensing Attorneys and Contract Professionals will leave having honed their license drafting and negotiation skills in:

- **ADDRESSING** open source and its effect on the proprietary use of the software product
- **CONDUCTING** effective due diligence and ENSURING control of and access to your data in the cloud
- **CRAFTING** a precise license grant and CONSTRUCTING terms to address intellectual property infringement vis-à-vis warranties, limitations of liability and indemnification
- **ASSESSING** organizational vulnerabilities to infringement suits and PROTECTING intellectual property
- **AVOIDING** pitfalls in contracts for hosted applications
- **EXPLORING** and MAKING the transition from the on-premise to subscription model
- **ALLOCATING** and MANAGING responsibility for privacy, data security protection, support, maintenance and contract termination in the license agreement
- **ESTABLISHING** audit protocol in the agreement and in practice
- **MANEUVERING** in the GLOBAL SOFTWARE MARKET while maintaining control and avoiding common contract pitfalls
- **CONSIDERING** the real impact of revenue recognition

**In-depth Boot Camp and Live Mock Negotiation:**

A  Software Licensing Boot Camp: Drafting Contracts that Meet Current Business Needs While Avoiding Unwanted Outcomes

B  Live Mock Negotiation: Strategies for Avoiding Common Stumbling Blocks
Now in its 17th installment, the American Conference Institute is proud to bring you the updated version of its Software Licensing Agreements event: Software Agreements – Cloud, SaaS, Open Source and Licensing in the first week of November in San Francisco, CA. Offering a revised and updated agenda that will delve into the specific terms of the license agreement that trouble you most, this conference will provide up-to-date, practical strategies on how to draft and negotiate terms that will minimize risk as well as maximize rights and profit.

With increased strain on corporate spending budgets, your ability to obtain the most beneficial contract terms for your company and on behalf of your client is of the utmost importance. This faculty of industry leaders will provide you with the best practices you need to address vital issues such as:

- **DETERMINING** where the separation lies between the use of open source code and the development of a proprietary product
- **CHOOSING** between on-premise and cloud solutions
- **NEGOTIATING** to obtain fair and appropriate warranties, limitations of liability and indemnification,
- **CONSIDERING** special privacy and data security protection concerns, and
- **AGREEING** to terms that will address performance standards, service agreements and custom-made or modified software

Day 1 will address overarching topics of interest including cloud licensing, SaaS, and open source while Day 2 will drill down into the specific terms that serve as the foundation of the agreement’s intent. Each session on Day 2 will be followed by a brief Q&A discussion in a mock negotiation format, which will evaluate the points discussed in the topic just presented as you follow along in your own sample software license agreement. To enhance your conference experience, we are also pleased to offer:

**Pre-Conference Workshop A - Software Licensing Boot Camp: Drafting Contracts that Meet Current Business Needs While Avoiding Unwanted Outcomes**, will provide you with an A-to-Z overview of the software licensing process, augmenting your practical knowledge with a “Software 101” approach. This licensing primer will provide you with the behind-the-scenes details of the business, technical, and legal aspects of the software license agreement.

For those who would like to attend a more advanced session on the nuts and bolts of how to navigate the process of arriving at an agreement, Live Mock Negotiation: Strategies for Avoiding Common Stumbling Blocks provides a hands-on, interactive seminar led by a team of licensing experts who will walk you through various factual scenarios designed to present real world issues and drafting challenges commonly encountered during licensing negotiations.

Register early to lock in the best rate. Call 1-888-224-2480; fax your registration to 1-877-927-1563; or register online at www.americanconference.com/softwarelic. I look forward to seeing you in November in San Francisco.
Pre-Conference Workshop A –
Software Licensing Boot Camp: Drafting Contracts that Meet Current Business Needs While Avoiding Unwanted Outcomes

Cathleen Oushakoff
Vice President, Client Integrations,
Software and Business Management
Xerox Corporation (Dallas, TX)

Eleanor Hynes Yost
Partner
Goodwin Procter (Washington, DC)

Through a series of examples of contract language and redlined documents, you will have the opportunity to drill down into licensing fundamentals and nuances with fellow attendees and vanquish problems that face even the most seasoned software licensing professionals.

Workshop highlights include:
• Drafting a clear and unambiguous license grant
  o scope of uses of the product
  o rights to make or control derivative works
  o rights to modify or continue use of products that are no longer supported
• Defining ownership, use limitations, and affiliate use restrictions
  o using industry-acceptable terms for a clear and mutually agreeable contract
• Revisiting standard clauses and what constitutes reasonable or customary contract positions by licensors and licensees
  o adapting to shortened timeframes when deals must be closed faster
  o specific contract terms being impacted by adverse economic factors
  o adequacy of product termination provisions
  o incorporating exit strategies for licensors
  o end of life provisions to protect the buyer and seller
  o payment terms
  o remedies and choice of forum
  o collection and interest on late payments
  o financial viability provisions
  o navigating the interrelationship of contract terms
  o securing additional protections for licensees and licensors
  o protecting access to source code
  o use of third-parties for technology escrow
• Indemnification, liability, and warranty do’s and don’ts
• How to address confidentiality and risk assessment concerns
• Anticipating and incorporating future M&A needs in the present agreement

1:00  Co-Chairs Opening Remarks - Changes in the IP and Economic Landscape for Software Licensing and Their Practical Impacts

Ameen Haddad
Managing Counsel
Oracle USA, Inc. (Burlington, MA)

Lothar Determann
Partner
Baker & McKenzie LLP (Palo Alto, CA)

• Shoring up intellectual property
• Copyright vs. patent
• Assessing organizational vulnerabilities to infringement suits

1:45  Crucial Nuances to Consider When Using Open Source to Create Proprietary Products

Cliff Allen
Senior Attorney
Microsoft Corporation (Redmond, WA)

Heather Meeker
Co-Managing Shareholder; Chair, IP/IT Licensing and Transactions Group
Greenberg Traurig, LLP (East Palo Alto, CA)

Gwyn Firth Murray
Founder and Principal
Matau Legal Group (Menlo Park, CA)
Moderator
Karen F. Copenhaver
Partner
Choate Hall & Stewart LLP (Boston, MA)

- Determining the use of open source code in the development of the product – how is the proprietary use of the software affected?
- Adhering to the requirements of open source licenses
  - pitfalls of General Public License (GPL) and what companies on both sides of a transaction can do to address them - requirements for build/installation instructions for GPL/LGPL
- Practicing Good Hygiene
  - establishing open source review to incorporate open source code into products in an organized fashion
  - proven methods to educate your development team and encourage them to comply
- Available tools for categorizing code that is not properly documented
- Exploring the intersection of open source and M&A transactions – defining and attributing ownership during joint ventures and post-consolidation
  - what licensees can do to protect themselves
  - steps to ensure flow down in terms of profitability
- How to provide notices

3:00 Afternoon Refreshment Break

3:15 Cloud Licensing: Exploring and Making the Transition from On-Premise to Subscription

Michael T. Yang
Vice President and General Counsel
Proofpoint, Inc. (Sunnyvale, CA)

Ruth E. Gaube
General Counsel
Samsung Information Systems America (San Jose, CA)

Alice King, Esq.
Principal
Alice L. King, P.C. (San Antonio, TX)
former Vice President and Associate General Counsel of Rackspace US, Inc.

Moderator
Ameen Haddad
Managing Counsel
Oracle USA, Inc. (Burlington, MA)

- When does the cloud make sense
  - Making the transition at a reasonable cost
  - How to prepare
    - Lessons learned
    - Pitfalls
- When does on premise still provide the best solution
- What are the differences in considering different models
- Data privacy in the cloud
  - Setting up a private internet
  - Exploring HIPAA-friendly cloud solutions
  - Ensuring compliance with the Gramm-Leach-Bliley Act in a cloud situation
  - Best practices for due diligence of subcontractors and other third-parties who may store your data

4:30 Software as a Service: Avoiding Pitfalls in Contracts for Hosted Applications

Bert Kaminski
Assistant General Counsel
Oracle USA, Inc. (Bridgewater, NJ)

John Moss
SVP and General Counsel, Commercial salesforce.com (San Francisco, CA)

Paola Zeni
Director, Global Privacy Legal and Public Affairs
Symantec Corporation (Mountain View, CA)

Mark Grossman
Counsel
Tannenbaum Helpern Syracuse & Hirschtritt (New York, NY)

- Contractually addressing responsibility for key business and data risks
  - making sure requirements are met
  - certifications, auditing and monitoring
  - anticipating problems relating to lack of customization options
  - what happens if one of the parties ceases to operate?
  - will data be turned over to licensor at termination?
  - where can data be stored?
  - can access to data be ensured if there is a dispute between the parties?
  - what if the remote “cloud” goes down?
  - creating a framework for data security
  - reporting incidents and cooperation to investigate and remediate
  - who is able to look at the data?
  - vulnerability to “phishing” attempts and other internet security issues
  - providing for data escrow
  - setting responsibility for losses relating to infections, loss of data and downtime
  - choosing limitation of liability provisions
  - negotiating indemnification provisions
- Strengthening critical service-related terms
  - knowing which boilerplate clause are not applicable
  - negotiating meaningful uptime guarantees
  - agreeing on security policies and data storage
- Clearly delineating the costs in the contract
  - agreeing on minimum charges
  - treatment of changes in volume
  - addressing potential future price increases
  - negotiating additional fees relating to data storage and other service options

5:45 Conference Adjourns to Day 2
Negotiating Software License Agreements
Clause-by-Clause: An Advanced Examination of What Both Sides Want and How to Get It

Each session on the second day of the conference will focus on specific clauses found in licensing agreements, emphasizing key problematic provisions that often create stumbling blocks during contract negotiation. Presented in an interactive mock negotiation format and with the aid of a sample license agreement, the Co-Chairs will encourage conference delegates to join in and apply what they have learned during the session to the discussion immediately following each topic. Observe and participate as we examine the software license agreement from the perspective of both the licensee and the licensor and provide you with effective strategies to take to the table at your next license negotiation.

7:30 Registration and Continental Breakfast
8:00 Co-Chairs’ Opening Remarks

8:15 Allocating and Minimizing Risk While Eliminating Ambiguity with Reps & Warranties, Limitations of Liability, and Indemnification

Amy Fliegelman Olli
Executive Vice President and General Counsel
CA Technologies (Plaza Islandia, NY)

J. (Jay) T. Westermeier
Of Counsel
Finnegan, Henderson, Farabow, Garrett & Dunner, LLP
(Reston, VA)

William A. Tanenbaum
Chair, Technology, Intellectual Property & Outsourcing Group
Kaye Scholer LLP (New York, NY)

• What to expect from key contract provisions including:
  o disclaimers, conditions, and exclusions
  o warranties and limitation-of-liability caps
  o discussing and agreeing to restrictions on damages
  o consequential
  o special
  o incidental
  o indirect
• Handling contentious negotiations over the circumstances that can trigger unlimited liability under the exceptions to indemnity obligations
  o breach of IP
  o breach of confidentiality
  o gross negligence conduct
  o functionality of the software product in a virtual environment
• Ensuring provenance of the code through specific terms pertaining to software ownership
• Developing a formula for determining appropriate representations and warranties based on the extent to which open source code is used

9:15 Custom-Made and Modified Software: Eliminating Doubt by Identifying Rights and Crafting Specific Terms in the License Agreement

Adam Ruttenberg
Partner, Head of Technology Transactions Group
Cooley LLP (Reston, VA)

John Brockland
Partner
Weil, Gotshal & Manges (Redwood Shores, CA)

• Establishing who has the right to make improvements on the software and underlying source code
• Protecting against unique work being given to other customers when dealing with multiple licensees
• Defining IP ownership of the improved software
  o balancing competing business interests of licensors and licensees
• Negotiating specific IP usage rights attached to custom-made, modified or improved software
  o exclusive vs. non-exclusive; fields of use
• Establishing a timeline upfront – drafting provisions for specifications, statements of work, deliverables, and acceptance
• Discussing compensation for custom and modified software projects early on during negotiations
  o payments, holdbacks, and royalties
• Managing functionality issues and cost overrun concerns that arise in the context of customized or modified software agreements
• Assessing the benefits and pitfalls of commingling third-party products with developed software
• Protecting confidentiality and utilizing NDAs
  o knowing when NDAs will be essential even if they may slow down the deal

10:15 Morning Refreshment Break
10:30 Managing Data Privacy and Security Protection Issues in the Software License Agreement

Cynthia Sarno, CIPP/US, CIPP/IT
Chief Privacy Counsel
Farmers Group, Inc. (Los Angeles, CA)

Jack Yang
Associate General Counsel, Global Privacy Office
Visa Inc. (San Francisco, CA)

Paola Zeni
Director, Global Privacy
Legal and Public Affairs
Symantec Corporation (Mountain View, CA)

John O’Connor
Partner
Matheson (Dublin, IE)

• Considering the applicable laws and regulations
  o understanding where there are no industry standards
• Balancing vendor responsibility to conduct software security screenings with the customer’s duty to conduct due diligence
  o determining who is liable to third parties
• Assessing a licensee’s data-security vulnerabilities and how a licensor/vendor may be exposed to them
11:45 **Maintenance, Support and Remedies: How to Ensure Continuity of Business Operations and Minimize Risk of Lost Profits**

**Victoria Lee**  
Partner  
DLA Piper (East Palo Alto, CA)

- Ensuring compliance with industry-specific regulations (e.g., HIPAA, Gramm-Leach-Bliley) and incorporating private industry initiatives and standards into the license agreement negotiations  
- Addressing data security concerns in licenses that cross international borders  
  - EU Safe Harbor  
- Examining disclosure and remediation requirements to address privacy or data security breaches—determining who bears the burden and at what cost  
- Best practices regarding the inclusion of security features in software licensing and the allocation of risk between the vendor and the supplier  
- Protecting against potential liability exposure relating to use of outsourcing

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<td><strong>Software License Compliance Audits: Establishing Audit Protocol in the Agreement and in Practice</strong></td>
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**David C. Keenan**  
AVP/Associate General Counsel  
Nationwide Mutual Insurance Company (Columbus, OH)

**Mary Hamaker**  
Associate General Counsel  
EMC Corporation (Hopkinton, MA)

**Pre-Contract Considerations**
- Integrating clear terms into the license agreement to address auditing  
  - establishing the practical need for audits on the vendor side while respecting confidentiality and privacy needs on the customer side  
  - identifying timelines and triggers for conducting audits  
  - who will conduct the audits  
  - which party will assume the cost of conducting the audits  
- Agreeing and adhering to procedures for internal auditing compliance protocol—what to consider and how to implement  
- Communications—who on the licensor side is allowed to communicate with whom on the licensee side  
  - licensee reviewing information gathered internally before it goes over to the licensor  
  - the frequency with which an audit may be conducted during the term of the agreement

**Post-Contract Considerations**
- What to include on your royalty audit checklist  
  - product classifications—category, retail price  
  - accounting records—accuracy, underreporting, taxes  
  - verification of key data—minimum guarantees, licensee’s system for recording sales  
- How to address discrepancies

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Software Revenue Recognition: How Business Reporting and Accounting Can Affect Your License

Mark Grech  
General Counsel  
MATRIXX Software, Inc. (Mountain View, CA)

Larry Bercovich  
Senior Legal Counsel  
Epicor Software Corporation (Dublin, CA)

- What is “Revenue Recognition” and why does it matter?  
- The basic elements of revenue recognition  
- Revenue recognition as it applies to the most widely used licensing models  
- Review issues associated with multiple element arrangements  
- Important business terms and their impact revenue recognition:
  - License scope;  
  - Configuration vs. customization;  
  - Payment terms;  
  - Acceptance: 
    - acceptance criteria, specifications;  
    - RFPs and RFIs  
  - Disclosing product roadmap information  
  - Non-standard warranties  
  - Liquidated damages and maintenance support credits  
- Balancing a vendor’s revenue recognition objectives and the customer’s need for certainty and vendor accountability  
- Internal controls and process and other SOX considerations and reporting requirements

License Termination and Contract Re-Negotiation: Deciding Whether to Save a Deal Gone Bad or Walk Away From the Contract

Brian Di Silvestro  
Director, Business Development and Licensing  
EMC Corporation (Pleasanton, CA)

Flip Petillion  
Partner  
Crowell Moring (Brussels, BE)

- Discussing early on what your ideal/acceptable outcomes are vs. walk-away outcomes  
  - anticipating how to address situations when one party ceases to cooperate  
- Knowing when to address “big” vs. “small” issues and how to prevent these issues from leading to contract termination, if possible  
- Incorporating exit strategies for licensors and addressing end of life provisions to protect both parties – determining whether or not the vendor will have an obligation to help the licensee transition their product to a new vendor  
- Analysis of the most common triggers for licensing disputes and how to avoid them  
- Assessing available viable alternatives to license termination  
- Evaluating the consequences of terminating the license, particularly the impact of:  
  - wrongful termination claims  
  - rights of sub-licensees  
  - evaluating viable alternatives to license termination

Conference Concludes

Wednesday, November 6, 2013  
9:00-12:00 (registration starts at 8:30 am)

Post-Conference Workshop B – Live Mock Negotiation: Strategies for Avoiding Common Stumbling Blocks

Larry Bercovich  
Senior Legal Counsel  
Epicor Software Corporation (Dublin, CA)

Flip Petillion  
Partner  
Crowell Moring (Brussels, BE)

Your team has painstakingly negotiated a high-value software license agreement. After working through lengthy contract negotiations, the deal has been signed. The licensor has delivered the software and the licensee has been happily using the product – until now.

During this session witness how experienced licensing counsel and contract managers negotiate the contact terms on the front end and then address potential contract violations at the back end. Take note as you are placed in the room with both parties as they guide you through an in-depth discussion of how to best work through a potentially explosive situation over implementation.

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Software Agreements – Cloud, SaaS, Open Source & Licensing

Negotiating and drafting sophisticated agreements that achieve business and technical goals
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