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Are you obliged to run Oracle scripts in an audit?
25 April 2017

Most organisations recognise that the software vendor has rights to check on their software usage. However many become concerned at being forced down a process which may be both obstructive to the business and potentially discloses information beyond the software usage in question.

Oracle's audit process is of particular concern given the heavy penalties for any under-licensing and their insistence that they are the final arbiters of compliance. Oracle's audit right is however far more limited than expressed to the customer. Our earlier article on this for Computer Weekly enlarges on this issue.

Unusually, a French case sheds some light on what conclusions a court will find when the customer resists an over-intrusive Oracle audit.

In Oracle v Carrefour, the French supermarket group Carrefour were the subject of an Oracle audit. Carrefour refused to run Oracle's collection tools – scripts – on the grounds that the scripts would search out information beyond use of Oracle program and would not protect Carrefour's confidential information. It was also concerned that the running of scripts that it could not control might destabilise its information systems.

The court declared that the running of Oracle scripts was <u>not</u> a contractual obligation on the licensee (*'il n'est ni démontré, ni même allégué, par les sociétés Oracle l'existence d'aucune disposition contractuelle imposant aux sociétés Carrefour et COSG l'exécution des scripts dont les emanderesses sollicitent la mise en oeuvre sous astreinte)*

The court finally ordered that Carrefour supply the necessary information which was then to be verified by court-appointed experts.

Oracle's audit rights in Schedule P –Programs say this:

> *'Upon 45 days written notice, Oracle may audit Your use of the Programs. You agree to cooperate with Oracle's audit and provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with Your normal business operations.'*

This says nothing about having to run Oracle scripts. The lesson here is that, although a powerful organisation, Oracle only has contractual rights and these are strictly limited to a true reading of their OLSA and OMA. Customers need strength and commitment to resist arbitrary demands but, in the end, resolve and fierce legal support can prevail.