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Buyers beware of the fine print

By Paul Waddington

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Autodesk CAD software is an essential tool for many Australian organisations. Photo: Gary Medicott

Caveat emptor or, put another way, Autodesk customers beware.

For tens of thousands of CAD software users in Australia, these two words will soon have real meaning.

A questionable situation has arisen in the PC-CAD market.

Software use is governed by the acceptance of conditions spelled out in licence agreements. These agreements define the vendor's criteria for authorised use of its software, and this is as it should be.

However, in the case of Autodesk both their subscription and software agreements have taken a nasty direction.

Following are examples of the type of conditions now found in Autodesk agreements; one allows Autodesk to cancel for convenience. Another automatically cancels a licence should the user become insolvent. Users who travel are prohibited from using their Autodesk licence in any jurisdiction other than the one in which it was bought.

The real eye-opener is the clause that stipulates users allow Autodesk access physically, or electronically, to their systems and premises. This is to allow Autodesk to conduct an audit of customers' systems. Under the same clause, Autodesk indicates its intent to recover (unspecified) costs for the audit.

I have absolutely no objection to any organisation protecting their intellectual property and defining its use but these conditions go way past what is reasonable.

To make matters worse, not one person or company I contacted, using software covered by these conditions, knew about them. Once they are made aware of the agreement's contents they become very

concerned; and that concern is justified.

Take the audit requirement as an example; we all work in design and in doing so the documents or drawings we generate using this software, and store on our systems, must in many cases be kept confidential. The auditing trap means that many of us cannot give a guarantee to our customers that their data is secure and neither can they ours. The inference of the clause is that the audit is done to ensure compliance with the agreement but how would users know what was accessed?

Also, what is not explained is that by accepting this clause the user is granting Autodesk easier access than is now available under established legal processes. It is also asking the users to abdicate the protection normally provided by the courts as a guard against unjustifiably invasive conduct.

Under the insolvency clause, a company or an individual who may have fallen on hard times could find that their tools of trade confiscated simply because they have arranged with a creditor to tide them over. Why?

It is a case of "caveat emptor" because users are responsible for reading the licence agreement before they hit the "I Agree" button. But the reality is - and I bet you have done it - the agreements are not read and Autodesk knows this. Wittingly or not Autodesk has changed these agreements quietly and without instructing dealers to inform end users. Why?

In Australia there are tens of thousands of Autodesk licences in the hands of large companies, government authorities, small businesses and self-employed users. They need to know what was done. I tried to talk with a local distributor and dealer and they would not discuss the agreements. To make matters worse, they do not accept their responsibility to inform customers about the licence conditions, despite the serious potential consequences.

Users are also caught by the offer of a free subscription agreement worth \$650 bundled with a software upgrade. They are not told this agreement is also subject to more comprehensive conditions than the initial licence agreement.

This practice must stop; Autodesk and its dealers should be forced to reveal the conditions of the agreements if they continue to ignore the obvious.

This situation needs airing. Ours is a specialised and fragmented industry staffed by users who just stick their heads down and bums up. Companies, designers and draftspeople are being exploited by a large and canny player intent on locating unauthorised users. Quietly, a process is established and, when activated and users realise what happened, it will be too late. They will be compromised and paying very dearly for hitting the "I Agree" button.

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Autodesk is considering a response.

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