

David Goldenberg, Founding Partner of VLP Law Group, authors Daily Journal article “Contracts, and Attorneys, Must Evolve with Software”

VLP Law Group founding partner David Goldenberg recently wrote an article for the *Daily Journal* titled “Contracts, and Attorneys, Must Evolve with Software.”

In the article Mr. Goldenberg noted that the world of software is evolving and contracts and attorneys must evolve with it. While many companies still offer software for download or direct license, an increasing number of companies are offering their services via the web, either in browsers as a subscription service (SaaS) or through application programming interfaces (APIs). Many IT contract drafters are accustomed to using "licensing" language in their web-based services contract. However, licensing language may not be appropriate for web services, and it can have severe consequences when used incorrectly in a SaaS or API deal.

Mr. Goldenberg went on to explain the differences in the world of web services. Unlike a typical software license (where you install a copy of the software on your computer), in a web services agreement, your end users (customers) typically only access the application via the Internet. Web services contracts are about access and usage of your service. Many of the terms in a web-services agreement may have limitations that look like software license restrictions, but they are not the same. Using the language incorrectly can have dramatic consequences.

The article also gave some examples of where a SaaS contract should differ from a software license agreement.

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