



Vendor Audit

Vendor Audit –
Top 10 Customer Rights,
From Announcement To Settlement

Top 10 Customer Rights

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OMTCO does not disclose clients' names, client projects or data. The case study and data published in this report is generic and derived from years of compliance reviews. All analysis presented and information disclosed in this document are exclusively based on public information. Should you wish to learn more about our confidentiality practice or about this case study, please contact an OMTCO representative.

Executive Summary

This report is aimed at those in IT-Management or Software Asset Management (SAM) confronted by a Vendor Compliance Audit. We often discover that Software Customers are unaware of the rights they possess when it comes to Software Vendor Audits.

Has your organization been confronted by a vendor audit? An unusually high penalty claim? You should know and reserve your crucial top 10 rights in an audit situation – from A to S. We offer valuable guidance to customers preparing for, managing, or about to settle, a Compliance Audit.

Should you have any questions, please contact OMTCO; contact details are listed at the end of this report. For those executives interested in sharing their thoughts on licensing, Software Asset Management or compliance audits, we highly welcome your feedback and comments.

Top 10 Rights – And Obligations

1. **Announcement** | You may expect a formal letter of announcement of the audit from the vendor, comprised of the audit's scope, a time schedule and nomination of the vendor audit lead and mandated auditor. However, receiving this letter puts an end to any regulation of incompliance outside of a settlement.
2. **Time Plan** | You may adapt the time plan to your constraints – but you may not postpone the assessment indefinitely.
3. **Data** | You may restrict the auditor's access to selected data – but you may not withhold access to licensing-relevant data.
4. **Confidentiality** | You may ask the auditor to offer a guarantee of confidentiality of your data and to work in a Secure Data Room – but you must allow the vendor to access your Licensing Compliance Table (LCT), even if this may lead to a settlement penalty.
5. **Formats, Procedures, Tools** | You may impose your formats, procedures and (scan) tools, such as TAD4D, iQSonar or iLMT, on the auditor – but you must allow the auditor to verify the coverage and data quality.
6. **Physical Access** | You may restrict the auditor's physical access to any person, facility, geography or devices – but you must answer licensing-relevant questions and provide data for the purpose of verification.
7. **Licensing** | You may request to be provided with all licensing documentation in written form, as well as an in-depth explanation of any particular licensing rules – but you may not indefinitely challenge the “how's” and “why's” of licensing rules.
8. **Your Team** | You may involve any employees and departments of your choice (e.g. purchasing, legal) – but you should name a Single Point of Contact (SPOC) for all audit matters.
9. **External Support** | You may be accompanied, assisted or represented by any external support of your choice, such as licensing experts or legal teams – but you should define and communicate their exact roles and powers.
10. **Settlement** | You are entitled to have thoroughly explained to you how the incompliance penalty has been calculated – but you must then comply swiftly with the vendor's request to re-establish compliance.

Conclusion And Recommendation To Customers

In our experience, a vendor compliance audit requires the full commitment of the client's organization, supplemented by licensing expertise and counter-audit experience. This minimizes the workload of the client's organization, and ensures that the audit is conducted in a fair manner.

OMTCO has product and licensing expertise and counter-audit experience for all major vendors, such as IBM, Oracle, Microsoft and C-vendors, such as Attachmate, Informatica, Citrix, Infro (Global Solutions). This accelerates the audit process and ensures that all the steps of an audit occur in a fair manner – from Announcement to Settlement!

Should you wish for advice tailored to your specific needs, please call your OMTCO representative directly or contact OMTCO at counteraudit@omtco.de.

(Released October 2012, Updated March 2013)

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HAS YOUR ORGANIZATION BEEN CONFRONTED BY A VENDOR AUDIT? AN UNUSUALLY HIGH PENALTY CLAIM? YOU SHOULD KNOW AND RESERVE YOUR CRUCIAL TOP 10 RIGHTS IN AN AUDIT SITUATION. WHEN AN AUDIT CONFRONTS YOUR ORGANIZATION, OMTCO IS BY YOUR SIDE TO PROVIDE YOU WITH LICENSING EXPERTISE, COUNTER-AUDIT EXPERIENCE AND NEGOTIATION SUPPORT.

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OMTCO provides its clients with the best, thought-out advisory and line services, ranging from design-stage to implementation in Operations, Management, Technology and Consulting.

OMTCO works with the highest possible level of expertise – taking into account our know-how and our pragmatic experience from market analysis, competitive projects and professional references.

OMTCO has licensing expertise at its disposal, in addition to extensive experience in compliance reviews and customer-sided counter-audits.

Should you wish for advice tailored to your specific needs, raise comments or ask questions, please contact OMTCO at info@omtco.de or call your OMTCO representative directly.

For Software Asset Management, visit:
<http://omtco.eu/references/SAM/>

For counter-audit experience, visit:
<http://omtco.eu/references/counteraudit/>

For licensing expertise, visit:
<http://omtco.eu/references/licensing/>

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