



From Contracts to Compliance: Smart Contracting and Audit Management in Software & Cloud Transactions

Andy Geyer, Partner, Hunton

John Gary Maynard, Partner, Hunton

Kara Goode, Senior Associate General
Counsel – Strategic Transactions &
Technology, Ahold Delhaize USA Services

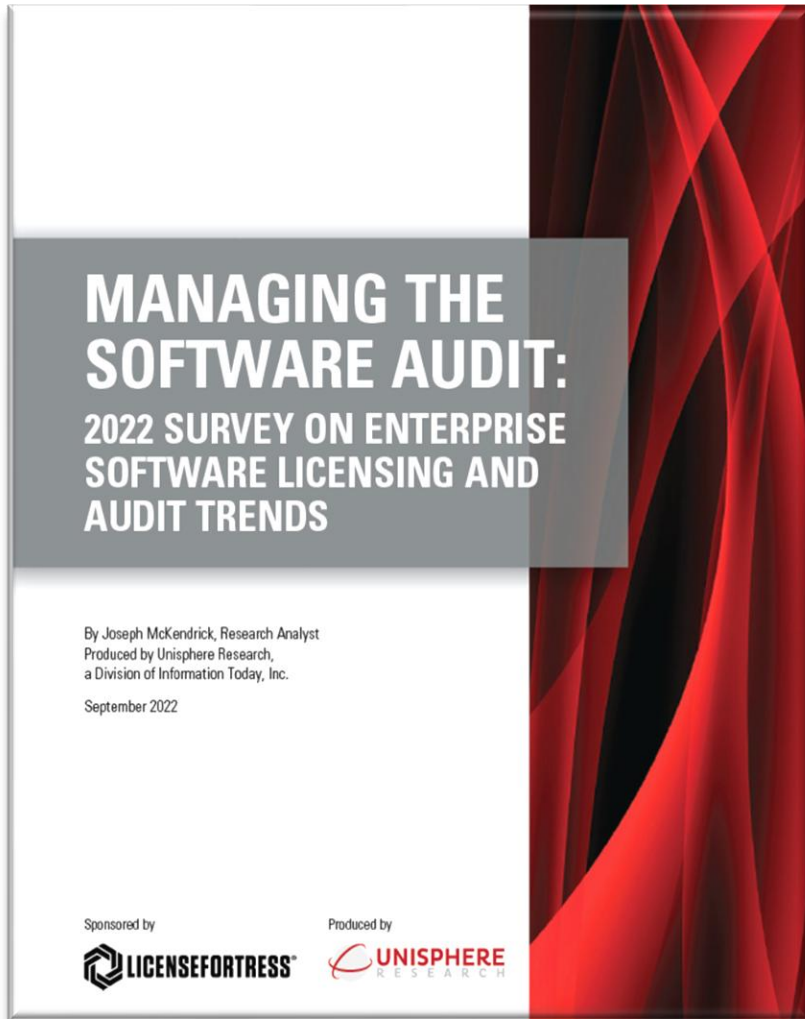
HUNTON

Why should we care?

An in-house perspective on contracting and audits

Who Audits?
Who Gets Audited?
How Frequently?

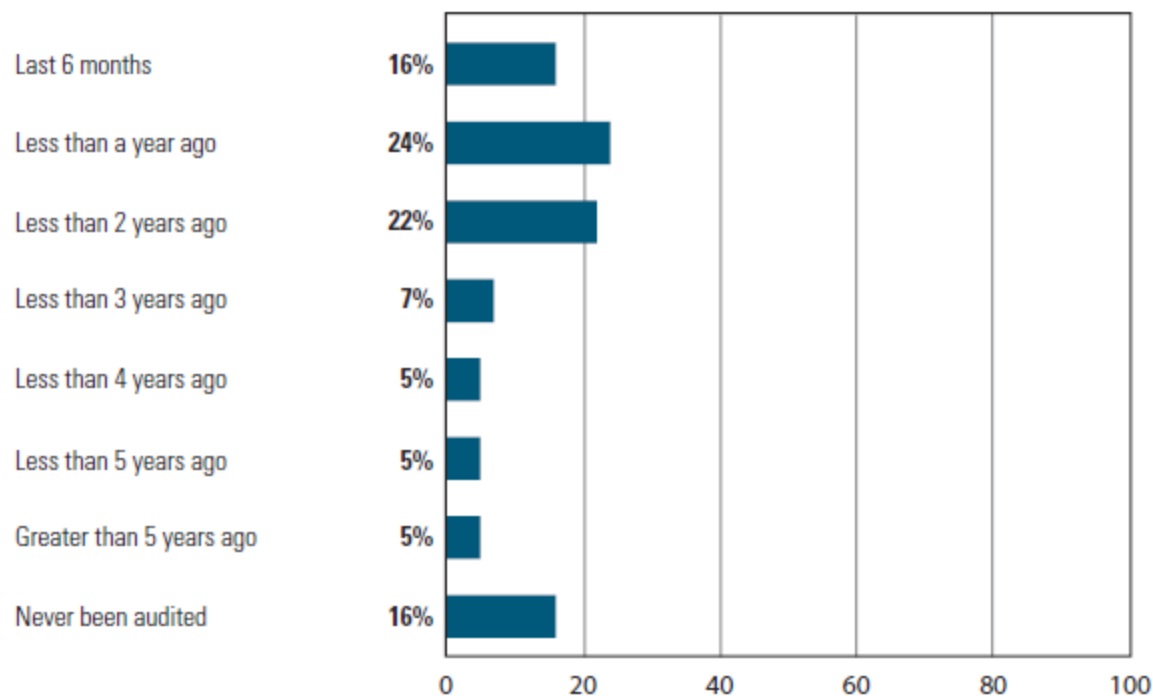
LicenseFortress/Unisphere Research Survey Results



- ~300 respondents to the survey
- Respondents included database managers, developers, CIOs, and IT directors
- 89% of respondents were located in the US
- Company size:
 - 18%: 1 to 49 employees
 - 13%: 50 to 249 employees
 - 19%: 250 to 999 employees
 - 12%: 1,000 to 4,999 employees
 - 36%: > 5,000 employees

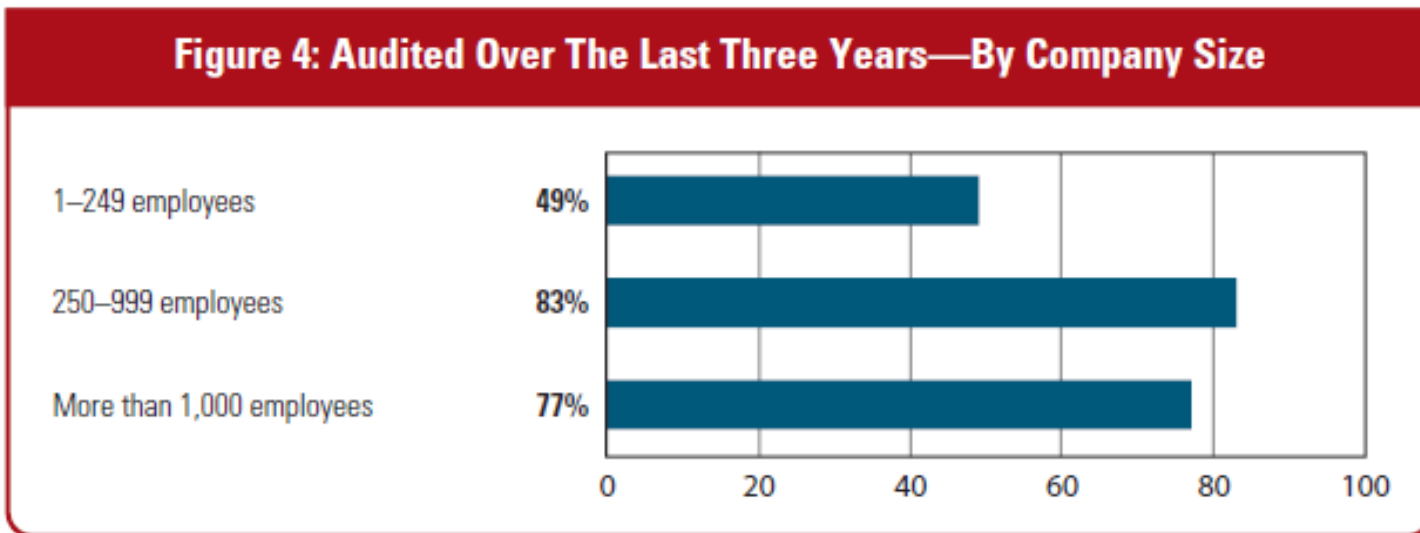
LicenseFortress/Unisphere Research Survey Results

Figure 3: When was the last time your organization was audited by a vendor for software compliance?



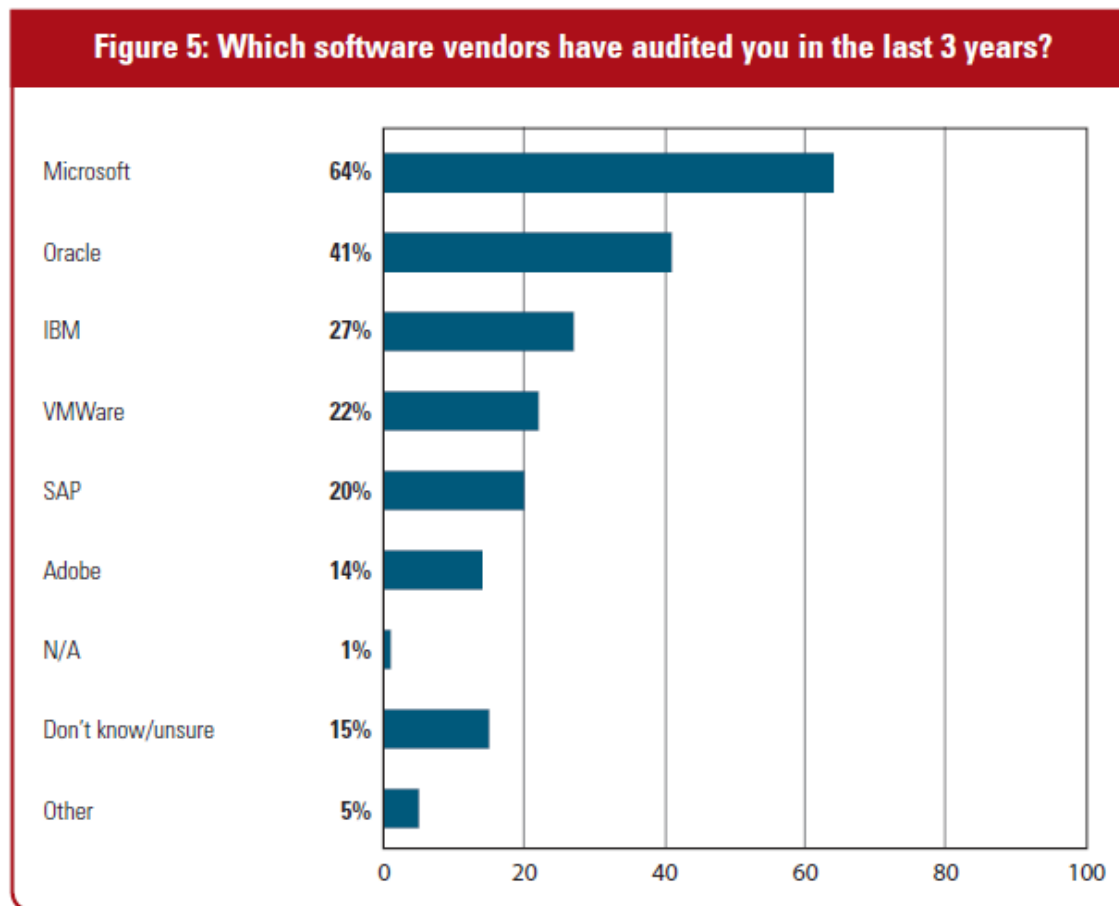
MANAGING THE SOFTWARE AUDIT: 2022 SURVEY ON ENTERPRISE SOFTWARE LICENSING AND AUDIT TRENDS was sponsored by LicenseFortress and produced by Unisphere Research. Unisphere Research is the market research unit of Unisphere Media, a division of Information Today, Inc., publishers of Database Trends and Applications magazine and the 5 Minute Briefing newsletters. To review abstracts of our past reports, visit www.unisphereresearch.com. Unisphere Media, 121 Chantlon Road, New Providence, NJ 07974; 908-795-3702.

LicenseFortress/Unisphere Research Survey Results



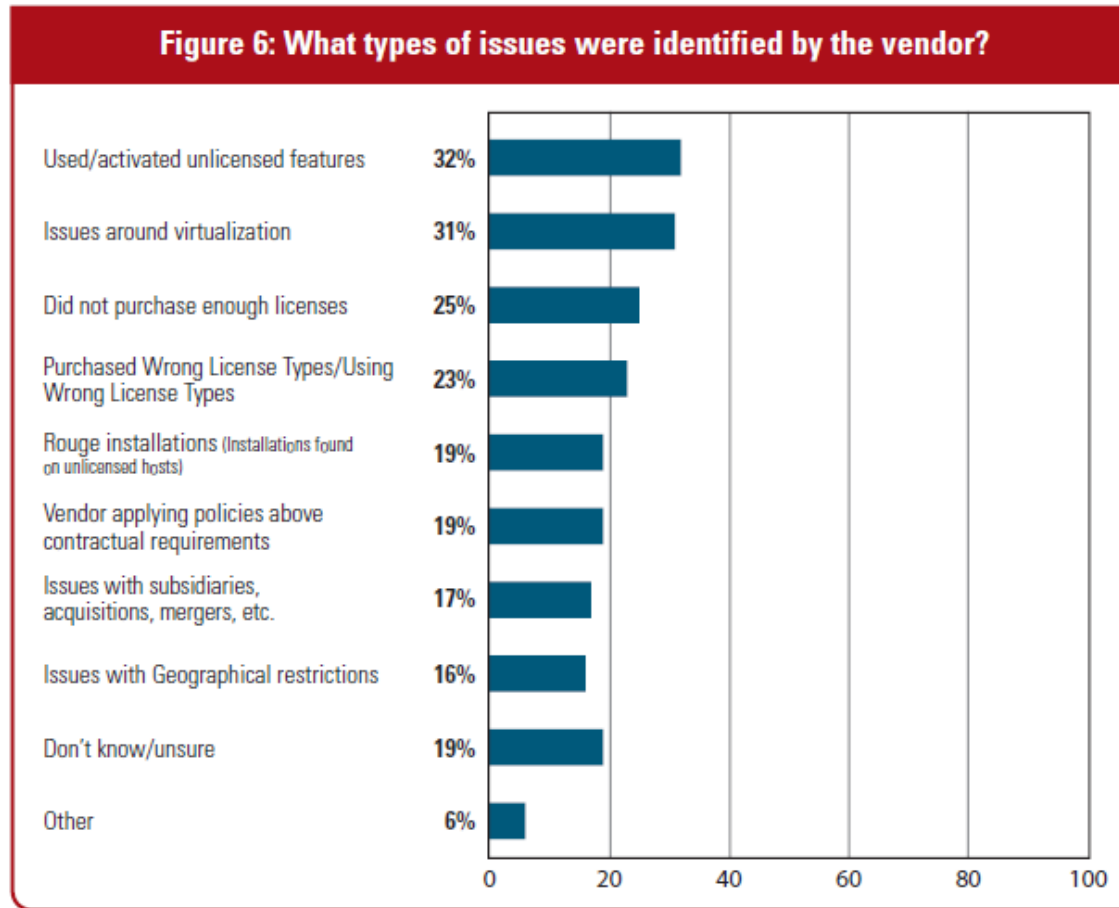
***MANAGING THE SOFTWARE AUDIT: 2022 SURVEY ON ENTERPRISE SOFTWARE LICENSING AND AUDIT TRENDS** was sponsored by LicenseFortress and produced by Unisphere Research. Unisphere Research is the market research unit of Unisphere Media, a division of Information Today, Inc., publishers of Database Trends and Applications magazine and the 5 Minute Briefing newsletters. To review abstracts of our past reports, visit www.unisphere.com. Unisphere Media, 121 Chantlon Road, New Providence, NJ 07974; 908-795-3702.*

LicenseFortress/Unisphere Research Survey Results



***MANAGING THE SOFTWARE AUDIT: 2022 SURVEY ON ENTERPRISE SOFTWARE LICENSING AND AUDIT TRENDS** was sponsored by LicenseFortress and produced by Unisphere Research. Unisphere Research is the market research unit of Unisphere Media, a division of Information Today, Inc., publishers of Database Trends and Applications magazine and the 5 Minute Briefing newsletters. To review abstracts of our past reports, visit www.unisphereresearch.com. Unisphere Media, 121 Chanlon Road, New Providence, NJ 07974; 908-795-3702.*

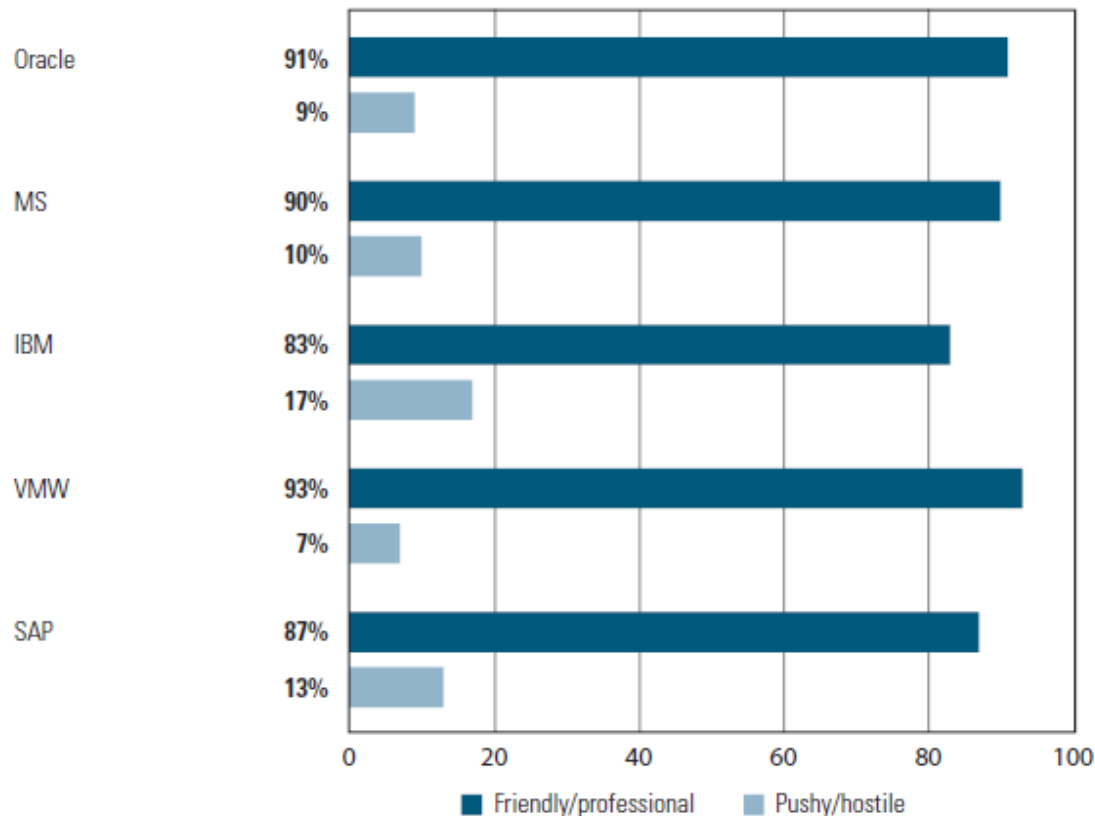
LicenseFortress/Unisphere Research Survey Results



MANAGING THE SOFTWARE AUDIT: 2022 SURVEY ON ENTERPRISE SOFTWARE LICENSING AND AUDIT TRENDS was sponsored by LicenseFortress and produced by Unisphere Research. Unisphere Research is the market research unit of Unisphere Media, a division of Information Today, Inc., publishers of Database Trends and Applications magazine and the 5 Minute Briefing newsletters. To review abstracts of our past reports, visit www.unisphere.com. Unisphere Media, 121 Channon Road, New Providence, NJ 07974; 908-795-3702.

LicenseFortress/Unisphere Research Survey Results

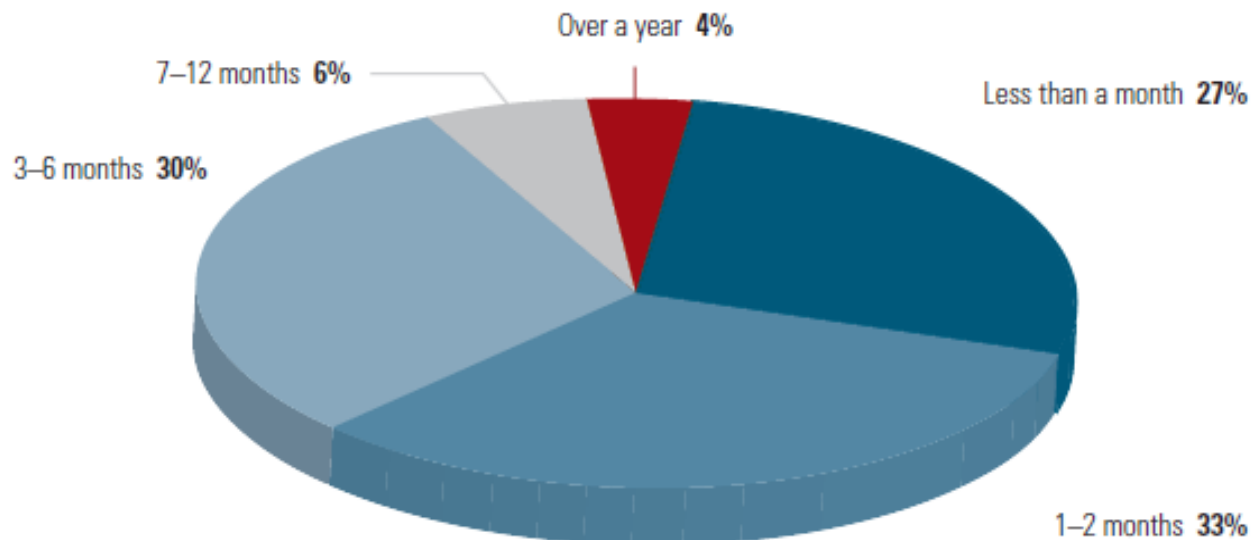
Figure 9: Software Vendor Tone—By Vendor



MANAGING THE SOFTWARE AUDIT: 2022 SURVEY ON ENTERPRISE SOFTWARE LICENSING AND AUDIT TRENDS was sponsored by LicenseFortress and produced by Unisphere Research. Unisphere Research is the market research unit of Unisphere Media, a division of Information Today, Inc., publishers of Database Trends and Applications magazine and the 5 Minute Briefing newsletters. To review abstracts of our past reports, visit www.unisphere-research.com. Unisphere Media, 121 Channon Road, New Providence, NJ 07974; 908-795-3702.

LicenseFortress/Unisphere Research Survey Results

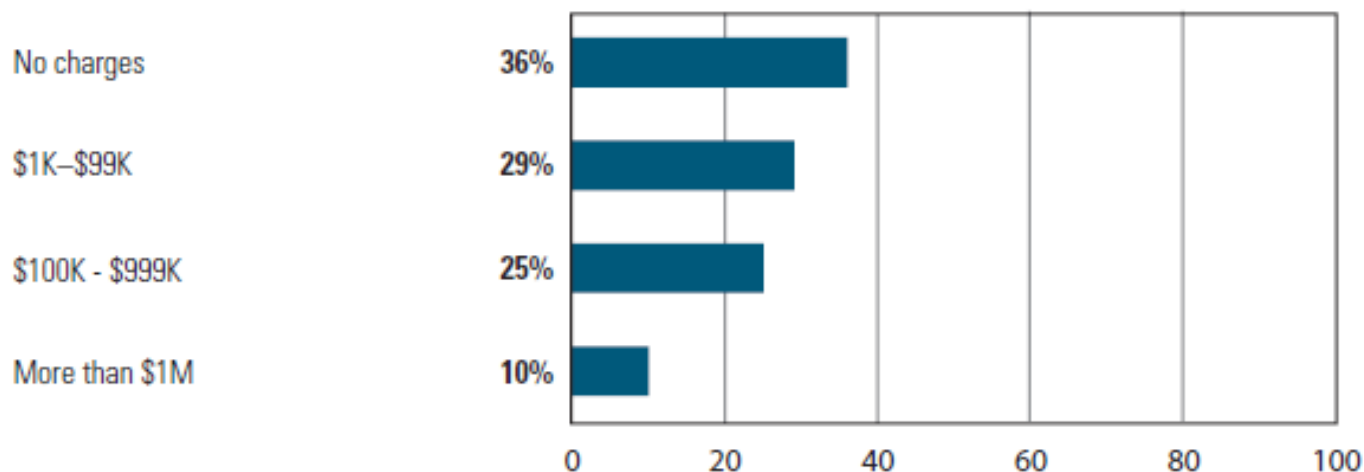
Figure 10: How long did it take you to resolve your software vendor audit?



MANAGING THE SOFTWARE AUDIT: 2022 SURVEY ON ENTERPRISE SOFTWARE LICENSING AND AUDIT TRENDS was sponsored by LicenseFortress and produced by Unisphere Research. Unisphere Research is the market research unit of Unisphere Media, a division of Information Today, Inc., publishers of Database Trends and Applications magazine and the 5 Minute Briefing newsletters. To review abstracts of our past reports, visit www.unisphereresearch.com. Unisphere Media, 121 Chantlon Road, New Providence, NJ 07974; 908-795-3702.

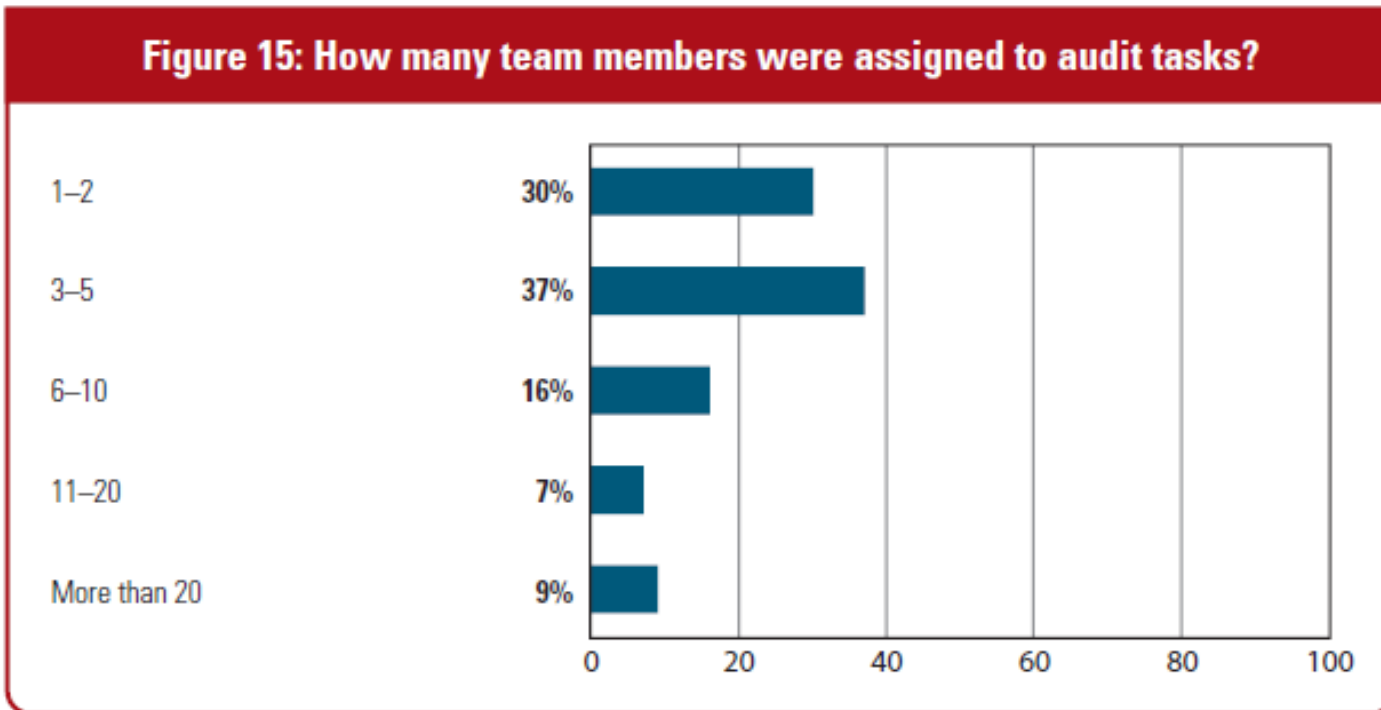
LicenseFortress/Unisphere Research Survey Results

Figure 12: Please estimate how much additional charges your company has paid as a result of software compliance audits in the last 3 years:



***MANAGING THE SOFTWARE AUDIT: 2022 SURVEY ON ENTERPRISE SOFTWARE LICENSING AND AUDIT TRENDS** was sponsored by LicenseFortress and produced by Unisphere Research. Unisphere Research is the market research unit of Unisphere Media, a division of Information Today, Inc., publishers of Database Trends and Applications magazine and the 5 Minute Briefing newsletters. To review abstracts of our past reports, visit www.unisphereresearch.com. Unisphere Media, 121 Chantlon Road, New Providence, NJ 07974; 908-795-3702.*

LicenseFortress/Unisphere Research Survey Results



MANAGING THE SOFTWARE AUDIT: 2022 SURVEY ON ENTERPRISE SOFTWARE LICENSING AND AUDIT TRENDS was sponsored by LicenseFortress and produced by Unisphere Research. Unisphere Research is the market research unit of Unisphere Media, a division of Information Today, Inc., publishers of Database Trends and Applications magazine and the 5 Minute Briefing newsletters. To review abstracts of our past reports, visit www.unisphereresearch.com. Unisphere Media, 121 Chantlon Road, New Providence, NJ 07974; 908-795-3702.

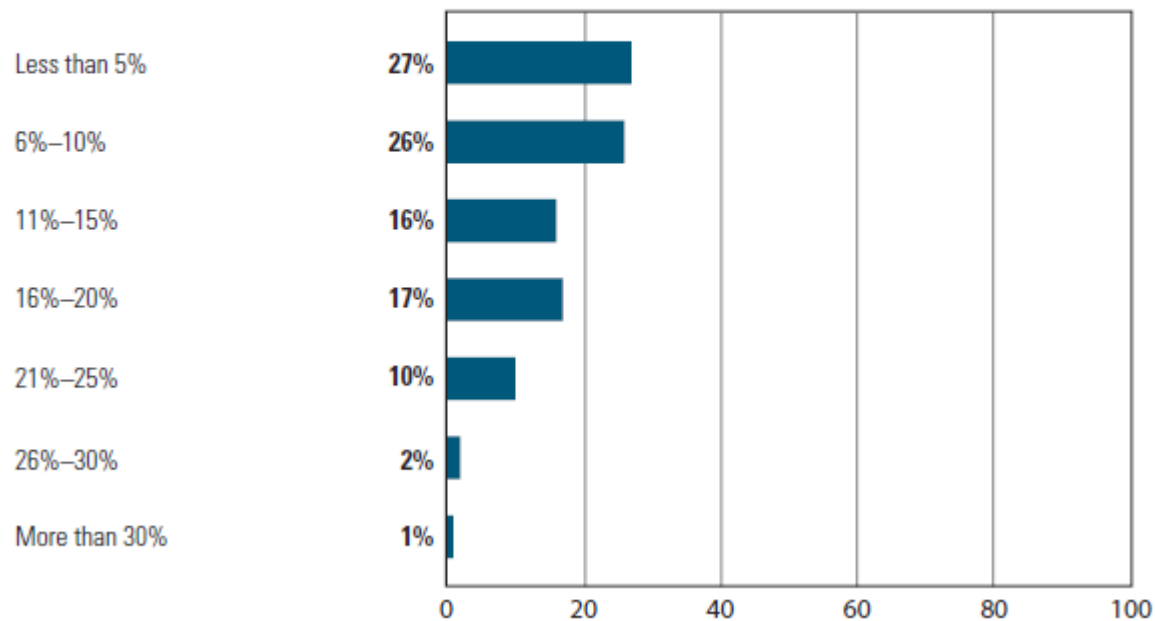
LicenseFortress/Unisphere Research Survey Results



MANAGING THE SOFTWARE AUDIT: 2022 SURVEY ON ENTERPRISE SOFTWARE LICENSING AND AUDIT TRENDS was sponsored by LicenseFortress and produced by Unisphere Research. Unisphere Research is the market research unit of Unisphere Media, a division of Information Today, Inc., publishers of Database Trends and Applications magazine and the 5 Minute Briefing newsletters. To review abstracts of our past reports, visit www.unisphereresearch.com. Unisphere Media, 121 Channon Road, New Providence, NJ 07974; 908-795-3702.

LicenseFortress/Unisphere Research Survey Results

Figure 18: What percentage of working hours were dedicated to responding to audit requests?



MANAGING THE SOFTWARE AUDIT: 2022 SURVEY ON ENTERPRISE SOFTWARE LICENSING AND AUDIT TRENDS was sponsored by LicenseFortress and produced by Unisphere Research. Unisphere Research is the market research unit of Unisphere Media, a division of Information Today, Inc., publishers of Database Trends and Applications magazine and the 5 Minute Briefing newsletters. To review abstracts of our past reports, visit www.unisphereresearch.com. Unisphere Media, 121 Chantlon Road, New Providence, NJ 07974; 908-795-3702.

Contracting Tips

Contracting Tips

*Example Provision: "Licensor grants **Licensee** a non-exclusive, **non-sublicensable**, revocable license to **use** the Software in the **Territory**."*

- Acquire necessary rights for the intended **users**
 - e.g., affiliates, service providers, OEMs, customers, etc.
- Acquire necessary rights for the intended **uses**
 - e.g., make, have-made, incorporate, combine, sell, offer-for sale, distribute, develop, maintain, etc.
- Acquire necessary rights for the intended **products** in which the products will be incorporated
- Carefully evaluate any **geographic and other location-related restrictions** on where the product can be used
- Consider including an exclusive remedy for breach of license scope

Contracting Tips

*Example Provision: “**Audit**. Licenser has the right **at any time** to inspect Licensee’s facilities and records during regular business hours either itself or by an independent certified public accountant (the “Auditor”) selected by Licenser **for the purpose of verifying Licensee’s compliance with the Agreement**, including the accuracy of the financial reports furnished by Licensee or of any payments made, or required to be made, by Licensee pursuant to this Agreement. Licensee must provide Licenser or its Auditor with **all information and materials requested** in connection with such audit. If such audit reveals any unlicensed use of the Software, then within 30 days Licensee must order sufficient licenses to cover its unlicensed use at **125% of the list price**.”*

- **Ideally, replace any audit provision with a self-audit/verification provision**
- **Be on the look out for disguised audit clauses**
 - e.g., “Licenser will have the right to inspect Licensee’s relevant books and records and all other documents, materials and facilities in Licensee’s possession, custody or control for the purpose of ascertaining Licensee’s compliance with this Agreement.”

Contracting Tips

*Example Provision: “**Audit**. Licenser has the right **at any time** to inspect Licensee’s facilities and records during regular business hours either itself or by an independent certified public accountant (the “Auditor”) selected by Licenser **for the purpose of verifying Licensee’s compliance with the Agreement**, including the accuracy of the financial reports furnished by Licensee or of any payments made, or required to be made, by Licensee pursuant to this Agreement. Licensee must provide Licenser or its Auditor with **all information and materials requested** in connection with such audit. If such audit reveals any unlicensed use of the Software, then within 30 days Licensee must order sufficient licenses to cover its unlicensed use at **125% of the list price**.”*

If unable to remove audit provision, then make sure that...

- Licenser can only conduct the audit in accordance with a mutually agreed audit plan.
- Licenser can only audit once per year and no sooner than 12 months from the most recent audit.
- Licenser provides advance written notice of the audit (at least 30 days).
- Audit does not interfere with Licensee’s normal business operations.
- Licenser’s requests for information/assistance is “reasonable.”
- Licenser’s access is limited to only those portions necessary to determine compliance.

Contracting Tips

*Example Provision: “**Audit**. Licenser has the right **at any time** to inspect Licensee’s facilities and records during regular business hours either itself or by an independent certified public accountant (the “Auditor”) selected by Licenser **for the purpose of verifying Licensee’s compliance with the Agreement**, including the accuracy of the financial reports furnished by Licensee or of any payments made, or required to be made, by Licensee pursuant to this Agreement. Licensee must provide Licenser or its Auditor with **all information and materials requested** in connection with such audit. If such audit reveals any unlicensed use of the Software, then within 30 days Licensee must order sufficient licenses to cover its unlicensed use at **125% of the list price**.”*

If unable to remove audit provision, then make sure that...(cont’d)

- External auditors are required to sign an NDA.
- Licenser is required to provide the results of its audit to Licensee for review.
- Requirement to purchase additional licenses only applies to those findings that are not in dispute.
- Licensee can procure additional licenses at its negotiated rate, not at retail cost or a premium.
- The information will be treated as confidential and may not be used against Licensee in court.

Common Audit Compliance Issues

“Indirect Access”

User-Based Licensing

- Many products are licensed by “User” (or similar user-based licensing) meaning that each individual that “Uses” the product is required to be licensed
- Some vendors also define what constitutes “Use” of the product
 - e.g., “Use” means to activate the processing capabilities of the Software; load, execute, access, or employ the Software; or display information resulting from such capabilities.

What is Indirect Access?

- Indirect access happens when users interact with licensed product through another mechanism, typically another application or system, rather than directly logging into or using the licensed product itself.

“Indirect Access”

Common Examples of Indirect Access

- **Third-Party Applications Accessing Licensed Product Data**
 - + A portal or application retrieves data from a licensed database or ERP system behind the scenes.
 - + Portal users may be indirectly accessing the licensed product.
- **Middleware or Integration Layers**
 - + Middleware (like an API gateway or integration platform) queries or processes data from licensed product to deliver functionality elsewhere.
 - + Middleware users may be indirectly accessing the licensed product.
- **Reporting and Business Intelligence Tools**
 - + BI tools extract data from licensed product to generate reports or dashboards.
 - + Report viewers may be indirectly accessing the licensed product.

“Indirect Access”

SAP UK Limited v. Diageo Great Britain Limited, EWHC (TCC) 189 **(February 16, 2017)**

- **Facts**: Diageo licensed SAP’s mySAP ERP software product and SAP Process Integration (SAP PI). In 2011, Diageo engaged Deloitte to develop two additional systems, Connect and Gen2, using a platform supplied by Salesforce.com. Connect and Gen2 interact with mySAP ERP using SAP PI.
- **Dispute**: The dispute focused on the users of Connect and Gen2. While neither the users of Connect or Gen2, nor the systems themselves, accessed or used mySAP ERP directly, SAP alleged that Connect and Gen2 used SAP PI to access and process certain data stored in mySAP ERP.
- **Ruling**: Court ruled that even though there was no direct access to or use of mySAP ERP by such sales representatives or customers, such access constituted impermissible access to and use of mySAP ERP under Diageo’s license agreement with SAP.
- **Damages**: SAP claimed damages of approximately £55,000,000 for license and maintenance fees owed, HOWEVER, a separate quantum trial was to be held to determine the actual damages payable.

“Indirect Access”

SAP America, Inc. v. Anheuser-Busch Companies, LLC (February 21, 2017)

- **Summary**: SAP commenced an arbitration in New York against Anheuser-Busch Companies, LLC, pursuant to the Commercial Arbitration Rules of the American Arbitration Association. The statement of claim asserts multiple breaches of a 2010 Software License Agreement (“SLA”) based on allegations that company employees used SAP systems and data—directly and indirectly—without appropriate licenses, and that the company underpaid fees due under the SLA.
- **Alleged Damages**: \$600 million.
- **Result**: The parties settled the dispute on June 30, 2017.

“Available for Use”

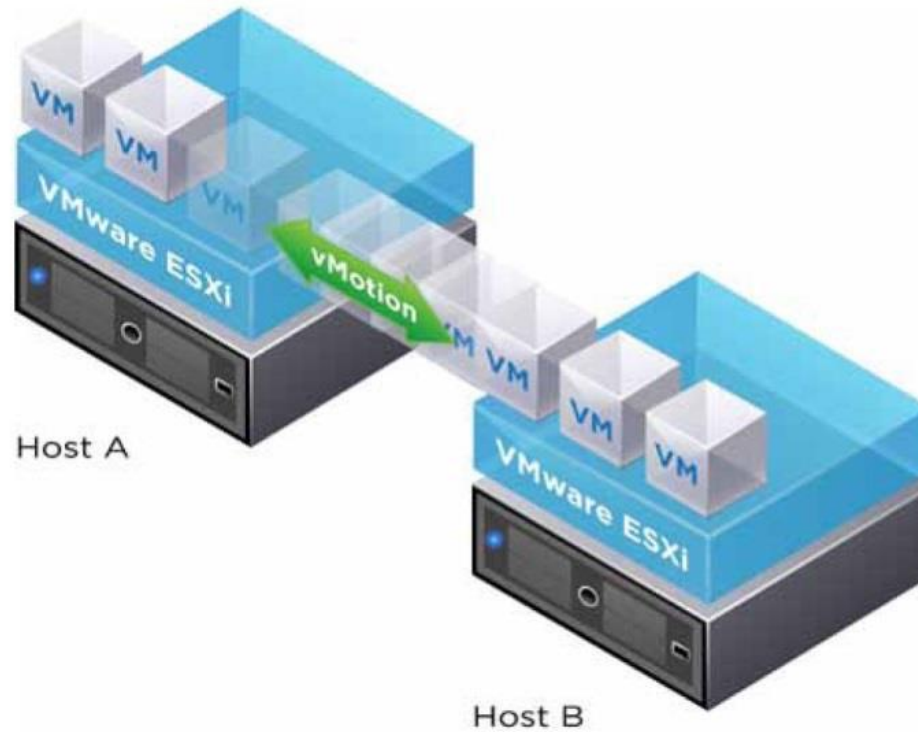
Processor-Based Licensing

- Some vendor's license their products by the number of processors rather than the number of users
 - + e.g.: “Processor” means all processors where the program is installed and/or running.

VMware Technology

- VMware vSphere enables you to consolidate multiple workloads in the form of virtual machines (“VM”) on a single physical host.
- VMware enables you to move these VMs across hosts using other VMware products, such as VMware vMotion®, VMware Distributed Resource Scheduler and High Availability.
- DRS Host Affinity rules can be used to appropriately restrict the movement of VMs within a cluster.

“Available for Use”



Understanding Oracle Certification, Support and Licensing for VMware Environments, March 2015, Whitepaper, VMware, Inc.

“Available for Use”

Mars, Incorporated v. Oracle Corporation (Case No. CGC-15-548606 in the Superior Court of the State of California, County of San Francisco, October 23, 2015)

- **Facts:** During a routine Oracle audit, Oracle asked Mars to provide, among other things, information regarding its deployment of the Oracle software in Mars’ VMware environment. In response, Mars provided Oracle with information regarding the servers where the Oracle software was installed.
- **Dispute:** Oracle asserted that since Mars’ agreement with Oracle required Mars to purchase licenses for “all processors where the Oracle Programs are installed and/or running,” Mars was therefore required to license any processor where the programs are “available for use.” Oracle contended that “VMware technology specifically is designed for the purpose of allowing live migration of programs to all processors across the entire environment. Thus, Oracle Database Enterprise is installed and available for use on every processor in vCenter.”
- **Result:** Case was dismissed less than two months after filing.

Oracle Partitioning Policy

- Policy states that VMware is considered “soft partitioning” and that “soft partitioning...is not permitted as a means to determine or limit the number of software licenses required for any given server or cluster of servers.”
- HOWEVER, Policy also states that it “is for educational purposes only and provides guidelines regarding Oracle’s policies in effect as of February 14, 2022. It may not be incorporated into any contract and does not constitute a contract or a commitment to any specific terms.”

Sub-Capacity

What is Sub-capacity Licensing?

- Sub-capacity licensing allows an organization to license a program based only on the portion (or "sub-capacity") of the hardware that is actually running the program, rather than licensing for the full capacity of the entire server or system.
- This is a very attractive licensing model because it allows an organization to reduce licensing costs by only paying for the capacity they use

Although very attractive, sub-capacity licensing can create very significant legal liability under the following two common fact patterns:

- Customer licenses for sub-capacity but servers are not capped; or
- Customer licenses for sub-capacity but fails to deploy the vendor's required tracking tools and/or provide regular reporting on usage to the vendor.

Enabled Unlicensed Functionality

Some software vendors include additional functionality or modules in their software distributions that are not part of the customer's licensed entitlements. While this functionality may be technically accessible out-of-the-box, it is not generally available for use unless the customer has purchased the appropriate licenses.

Why This Happens:

- Vendors streamline packaging and delivery by bundling all potential features/modules in a single installation
- The expectation is that customers will only enable and use what they are licensed for
- In many instances, this extra functionality is enabled by default, requiring the customer to manually disable or uninstall it to remain compliant

The Risk:

If unlicensed features are left active (even unintentionally), you could be:

- Out of compliance with your agreement
- Subject to audit findings, retroactive licensing fees, and/or penalties

You've Received Notice of an Audit, Now What?

Initial Considerations

Seven Things to Consider upon Receipt of an Audit Demand:

1. **Ownership:** Determine who will own the audit.
 - a. Legal?
 - b. IT? If IT, determine how legal will be involved?
 - c. Should outside counsel be engaged?
2. **Agreements:** Find all *executed* agreements and related documents. Draft or unsigned agreements are not preferred. Determine which agreement governs existing audit.
3. **Prior Settlements:** Find all prior settlement or “close letters.” Prior settlements may contain limitations regarding the current audits. They might also modify the actual licensed terms. Confirmation of the existence of settlements is crucial.

Initial Considerations

Seven Things to Consider upon Receipt of an Audit Demand (Cont'd):

4. **Scope of Audit:** Based upon review of Agreements and Settlements confirm the following:
 - a. Parties to the Audit. Any affiliates or related entities covered?
 - b. Geographic Scope of the Audit. Do audit rights extend beyond the US?
 - c. Products that are Subject to the Audit. How many products does the Audit cover?
 - d. Time Frame. How far back does the audit go?
 - e. Time Requirements. Does the audit require the parties to act within certain time periods?
5. **Control Communications:** The Company should take the following steps to control communications with the Vendor:
 - a. Establish a Single Point of Contact.
 - b. Notify All Relevant Employees of the Audit.
 - c. Identify any "on site" personnel.
6. **Business Considerations:** Determine if there are any business considerations that will impact the audit. For example, is the Company about to purchase software from the vendor?
7. **Budget Considerations:** Confirm whether the Company has any budget considerations. For example, some companies require the creation of a reserve. Others require notification to the CIO or the CFO.

How Will the Audit Process Play Out?

Steps Once Audit Commences

Audit Timeline: Generally, there are Five Steps.

- 1. Kickoff Meeting:** The Vendor will attempt to set up a kickoff meeting with the Company, the Vendor, and the outside Auditor.
 - Confirm there is an NDA in place with both the Auditor and the Vendor before conducting this meeting.
 - Confirm the Scope of Audit during this meeting.
 - Confirm that any timeline established is not compelled by the Agreement, but rather aspirational. In other words, failure to comply with the timeline should not be a breach of contract.
- 2. Explanation of Data Collection Process:** Either during the kickoff meeting, or during a separate meeting, the Auditor will identify the data collection process.
 - Confirm whether process is consistent with the audit terms. Collection should be consistent with contractual obligations.
 - Confirm whether collection provides Vendor with immediate notification of data.
 - Identify whether the Audit will include the collection of confidential or PII information.
 - Confirm that there are no other regulatory issues.
 - Consider whether indemnification from the Auditor is needed.

Steps Once Audit Commences

Audit Timeline (Cont'd):

3. **Completion of Data Collection Process:** The Auditor will identify the time period for its collection of the relevant data. The collection may not be done by the Auditor. Instead, the Auditor may direct the Company to run scripts or otherwise collect information.
 - In some instances, execution of this step is done entirely by the Company. Recall any business or budget considerations. Slowing the data collection process down might be important.
 - Do not unwittingly “confirm the accuracy” of the data during the collection process.
 - Watch out for “Deployment Summaries.”
4. **Review/Confirmation of the Data:** At some point in time, the Auditor will review the collected data and ask the Company to confirm its accuracy. This can involve multiple meetings.
 - Be mindful of automation processes that have you “certify” the information.
 - Include language preserving your ability to update the information at a later date.
 - A process that has you confirm certain information now, but not all information is fairly common and acceptable, but try to include reservation language.

Steps Once Audit Commences

Audit Timeline (Cont'd):

- 5. Monetization of Any Non-compliance:** Eventually the Vendor will quantify any non-compliance.
- Try to avoid paying a pure “penalty.” Purchase additional products instead PROVIDED the maintenance payments are reasonable.
 - Review terms of Executed Agreements to determine how “non-compliance” is calculated.
 - Don’t execute any “settlement” or “close letter” without review of counsel.
 - + Consider asking for stand-still on future audits for some time period.

How to Manage the Software Audit Process

How to Manage the Software Audit.

The goal is to reach a business solution.

- This is a business transaction, not an adversarial proceeding.
- The single point of contact should be a businessperson with good judgment, not the Company's lawyer.
- Lawyers should, however, review relevant communications to confirm the audit is consistent with the executed agreements, avoid admissions, and preserve privilege.

Admittedly, this can be tricky.

How to Manage the Software Audit.

What does the lawyer do?

- **Draft NDA for Vendor and Auditor.** Lawyers can negotiate these if needed, but we have found this process goes easier if the businessperson simply provides it and says, "My lawyers are requiring this." Any response from the Auditor should be shared with the lawyer.
- **Identify the Scope of the Audit.** The lawyer should arm the businessperson with information about the scope such that an agreement (preferably in a confirming email) is reached with the Auditor about the scope.
- **Identify the Parameters of the Data Collection Process.** Usually the Vendor goes first. Once the Vendor has identified what will be collected and how, the businessperson should have legal review it.
 - + Any pushback will be communicated by businessperson, but legal should help identify issues beyond the governing agreement.
 - + NOTE: to the extent the businessperson does not have a technical understanding of the data collection process, a technical person should be consulted. Never agree to something you cannot technically do.
 - + NOTE: there are some instances where legal will need to conduct a more thorough review, particularly where there is a dispute about the scope of work to be done. There, emails or other documents may need to be reviewed.

How to Manage the Software Audit.

What does the lawyer do (cont'd)?

- **Review All Data Collection Communications:** The lawyer does not need to run or control the data collection process. Indeed, most lawyers lack the technical ability to do so. But all communications by the Company to the Auditor regarding the data collected by the Vendor to determine compliance **MUST** be reviewed by an attorney. The lawyer has two primary goals:
 - + Avoid any admissions
 - + Preserve any privilege
- **Review “Close Letter” or Settlement:** Typical issues to be evaluated here include:
 - + Scope of the Release
 - + Review of Payments Terms
 - + Review of Additional Obligations
 - + Temporary Moratorium on Audits

Likely Non-Compliance Issues and Audit Triggers

Non-Compliance Issues and Audit Triggers

Nature of the Licensed Software Matters:

- In general, there are two types of licensed software.
- First, there is software that **Facilitates the Operation of a Business**. Microsoft Word is a good example.
- Second, there is software that **Facilitates the Company's Software**. A software development tool would be such an example.
- Audits regarding the former rarely result in litigation. Audits regarding the latter can result in litigation.

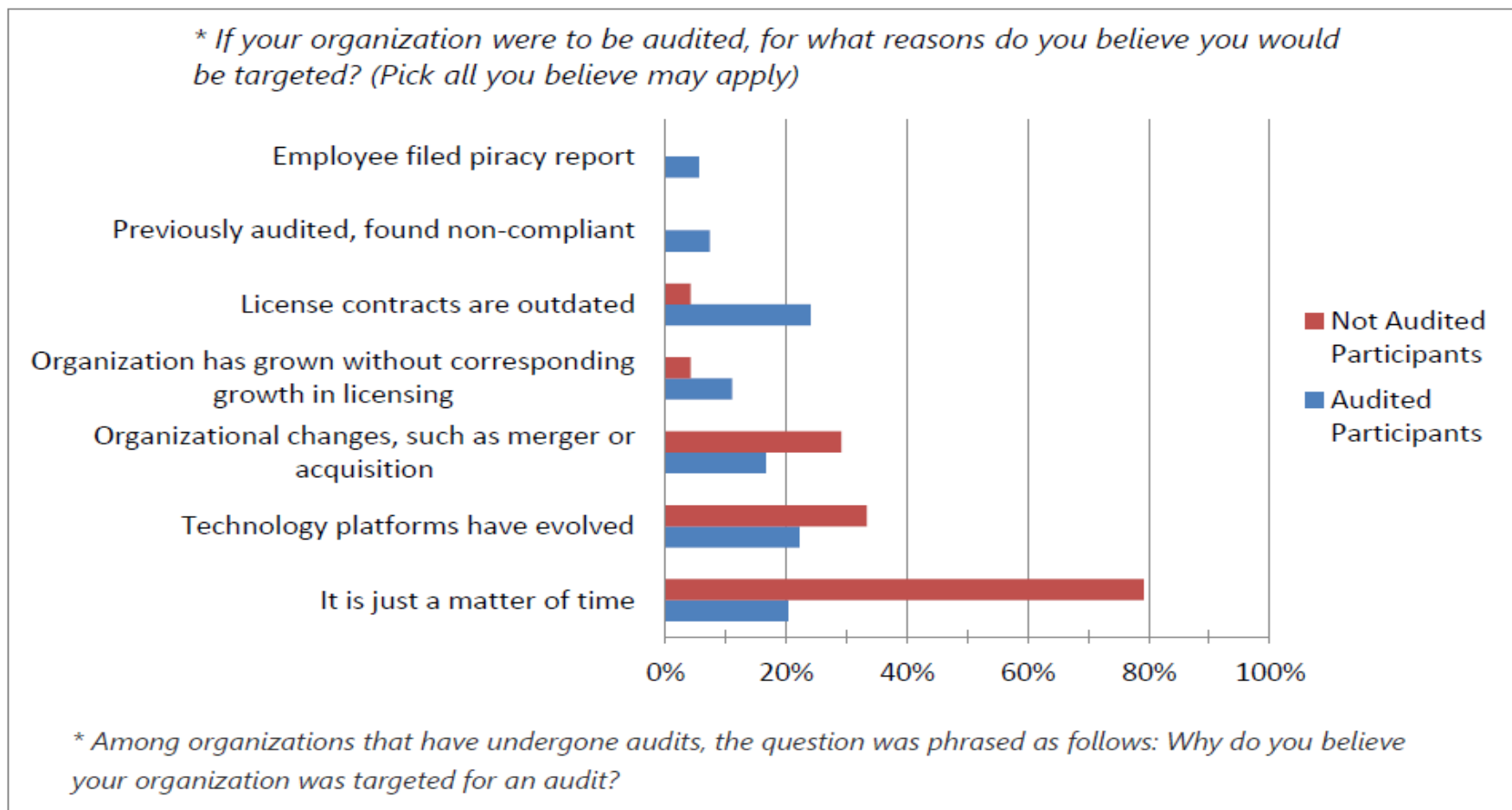
Likely Audit Triggers

Audit Triggers: Generally, there are four:

1. **Corporate Restructuring:** Vendors often audit the post-restricting licensee to confirm that the resulting corporate structure strictly complies with the licensed entitlements.
2. **Rapid Growth:** Most licensing metrics are tethered to the size of the licensee (i.e., number of users, number of processor, revenue). Rapid growth, in turn, suggests more payment is due.
3. **Non-Renewal:** Vendors regularly conduct close-out audits.
4. **Economic Downturn.**

Express Metrix – 2013 Survey

Figure 16: Reasons Participants Believe Their Organizations Will Be Audited



Post-Mortem

Post-Mortem

What to Do After the Audit Has Closed?

1. **Identify Non-Compliance Issues:** Determine Whether They Are Capable of Being Repeated. Rectify as needed.
2. **Database of Relevant Agreements:** Determine whether the Company had difficulty finding all relevant agreements. Rectify as needed.
3. **Technical Issues:** Determine whether there were any technical issues that undermined or interfered with the audit. Rectify as needed.
4. **Evaluate the Vendor:** Was the Vendor a good business partner during the Audit?

HUNTON



CONTACT

Andy Geyer

+1 804 787 8164

ageyer@Hunton.com

John Gary Maynard

+1 804 788 8772

jgmaynard@Hunton.com



ADDRESS

Riverfront Plaza, East Tower

951 East Byrd Street

Richmond, VA 23219



WEBSITE

Hunton.com

[About Us](#)

[Our Practices](#)