State law protects defects in software applications

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When Philip Koopman, associate professor of electrical and computer engineering (ECE), began his lecture by asking that all recording devices be turned off, everyone there knew it was going to be good. The lecture was held last Thursday as part of the ECE seminar series. He started out with the key question: "What's the cheapest way to deal with software defects?"

The answer: "Get a law passed saying that you don't have to fix them."

The Uniform Commercial Code, Article 2 (UCC2), which deals with the sale of goods, is law in all fifty states, and is the more gentle version of the Uniform Computer Information Transactions Act (UCITA). The UCC2 protects purchases made by consumers, while remaining fair to the manufacturers. When you buy a piece of software, the warranty often says that it will cover all things under state law, except for a few specific items. However, Koopman said, the company cannot do that, and is actually bound to follow all rules of state law. And even if the consumer signs a contract stating that he or she is not allowed to return the specific item in spite of such allowances under state law, then the contract is invalid.

The UCITA is a proposed state contract law meant to provide a standard for the licensing of software and all other forms of digital information. UCITA will affect anyone using software or any kind of digital information such as individual consumers, businesses, industries, and schools.

The UCITA, whose big proponents include AOL Time Warner and the Microsoft Corporation, is meant to be a new law on top of the UCC2, but only covering software. Its proponents argue that UCITA provides a unified, standard body of law which can be applied to software and information license transactions. Its default terms are said to give consumers stronger protection than even the UCC2. However, it also permits manufacturers to easily and completely negate those defaults and provide no protection in their warranties by saying that it disclaims the consumer rights.

Opponents argue that UCITA gives software manufacturers and information services an unfair advantage and leaves consumers hanging and almost cheated when they end up with bad software. Some of the types of "unfair advantages" the manufacturers would have are: "Click-Wrap" agreements (agreements in which the consumer agrees to certain terms before opening the package and getting a chance to see the terms), restrictions on use of the item which...