



YOU MAY BE GIVING AWAY YOUR VALUABLE COMPUTER RESOURCES

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Regular monitoring of several legal technology listservs provides me with plenty of leads on new software and hardware toys. Perfect for a true diehard technology junky. But unlike many of you, I download with an abundance of caution. I have heard too many horror tales to do otherwise.

A recent post on a respectable listserv alerted me to software which enables me to make free telephone calls to anywhere in the world by using my computer's internet connection. Yes, you read correctly, free. The attorney reported that a conversation with a Tokyo-based business associate using this software was clear as a bell and easy to set up. He provided the link to the web site. It took me about one nanosecond to click on that link.

What I read was enticing. First, the software is free. Second, it uses VoIP to provide the internet telephony. Simply put, VoIP stands for making a telephone call using your internet connection (voice over IP.) Most internet connections can support both data and voice, particularly if you have a broadband connection. These connections have become increasingly reliable for combined use over recent years. In order to use your internet connection for telephony, you need a headset, and usually a good quality sound card. This software purports to even eliminate the need for a good sound card. It also represents it can operate through any firewall. That makes sense, since your connection to the world wide web already knows how to get past your firewall.

An additional benefit of the software is that it acts as an instant messenger router. Just like other such products, you can communicate only with those within the network who you have designated as your "buddies". They then can monitor when you are online and communicate directly with you.

The siren's call of the software was very strong. It offered a really desirable use of my computer. Especially with a brother and sister at opposite ends of the country. The web site was professional and reassuring. And so I clicked on the End User License Agreement ("EULA") to see what was "under the hood." Unfortunately, this is a step that many overlook. Admit it, you've probably just gone to the bottom of the page and clicked on "I Agree" more than once when downloading software to try. Too many people do, and sometimes with tragic results.

This software had the following buried in the lengthy EULA (company name changed to protect the not so innocent):

During the course of using XYZ Software, disk space, bandwidth and processing power may be utilized to provide the XYZ services to you and to communicate with other XYZ users. From time-to-time your computer may become a Supernode. A Supernode is a computer running XYZ Software that has been automatically elevated to act as a hub. Supernodes may assist in helping other users to communicate or use the XYZ software efficiently. This may include the ability for your computer to help anonymously and securely facilitate communications between other users of the XYZ Software who, due to network and firewall constraints, cannot establish direct connections. The system has been designed so that being a Supernode will not interfere with the normal operations of your computer.

Despite the reassurance that the silent use of my computer as a supernode to facilitate telephone connections for other parties will not interfere with the “normal operations” of my computer, I reluctantly clicked the “X” to depart this site. Well, it did seem too good to be true, and you know what that usually means.

The simple truth is that this software would, at its discretion and without my intervention, take over part of the processing power of my computer to serve its own needs. So while my computer would seem to operate normally, e.g. not crash and burn, I would from time to time suffer a slowdown in response that I could not explain. Valuable resources would be diverted from my use. More dangerously, it would take over part of my bandwidth to facilitate the communications needs of others. By clicking on the “I Agree” I would actually be agreeing to give away a good portion of the high speed bandwidth I pay so dearly for. And to add insult to injury, it would probably result in a degradation of my internet access speed to such an extent as to make it virtually unusable at times. And I would have no clue as to why.

Unfortunately, there are bombs like this lurking in many EULAs. That is why smart law firms have computer policies which prohibit downloading of software unless and until it has been properly reviewed by the firm’s IT staff. An otherwise stable computer, whether standalone or networked, can become quickly unreliable with the introduction of seemingly innocent third party software. Even a simple utility like a screen saver can produce instability where there was none before. But the piracy of the firm’s valuable resources is the most harmful offshoot of imprudent downloading.

The unfortunate experience of one firm I worked with came to mind. They revealed their prior experience to me as follows. They utilized two T-1 connections. They did video conferencing, extensive internet research, and VoIP communications. They simply accepted



that their bandwidth needs were very high. All that changed one day when the FBI arrived at their offices and seized their computers. It seems that a good portion of their bandwidth and hard disk space was being used, without their knowledge or consent, to run a highly lucrative child pornography internet site.

I find that the problem at most of the firms for which I provide technology consulting services is not that of staff violating the computer policies, but rather the partners themselves. The attitude is usually that the rules established do not apply to the owners of the firm; merely its employees. Well, if proper precautions were taken that would not be problematic. But often the result is, at least temporarily, catastrophic.

If your firm is fortunate enough to have an IT person on staff, please ask him or her to carefully review both the EULA and the privacy policy for you. Assuming it passes muster, have him or her download the desired software in an isolated environment first to ensure it will not inadvertently disable any other programs you depend on, or introduce instability to your network.

If you do not have an IT person on staff, be sure to carefully read the EULA and privacy policy. Before downloading or installing anything make sure you have a current backup of your computer system. I also strongly recommend you use a product like Symantec's Norton GoBack™, which gives you the power to undo PC problems. It lets you restore your hard disk to a previous healthy state after a system crash, failed software installation, user error, virus attack, or other problem. (www.symantecstore.com) For less than \$40 it's a wise investment.

Remember, the computer policies aren't created to "punish" firm employees, but to properly safeguard your costly and valuable IT resources. That means they should be followed by everyone, including firm owners.

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