

**Oracle® Hospitality Symphony First Edition Venue  
Management**

Licensing Information User Manual

Release 3.8

E69863-01

December 2015

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This document does not address infrastructure technology requirements.

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## 2 Licensing Information

### Description of Product Editions and Permitted Features

**Oracle Hospitality Symphony First Edition Venue Management** is an enterprise-enabled Point-of-Sale (POS) inventory management system for the Sports and Entertainment industry. Streamlining item management, Venue Management tracks and analyzes product movement before, during, and after each event.

Hospitality Product	Sub-Product	Description
Oracle Hospitality Symphony First Edition Venue Management for Sports and Entertainment	<b>Oracle Hospitality Symphony First Edition Venue Management Foundation</b> Part Number: 9005	Provides streamlined item management using a single interface that configures inventory and POS. Inventory counts post immediately into inventory, reducing the amount of time necessary to close out an event. Identify theft scenarios quickly through the analysis of the sales and inventory data. Real time sales data gathered during the event allows efficient management of operations and costs. Only available in the United States and Canada.
	<b>Oracle Hospitality Symphony First Edition Vending Foundation</b> Part Number: 9100	POS inventory system that tracks the inventory movement before, during, and after each event and marries that up with the product movement data from Symphony First Edition to ensure that revenue is accounted accurately. Only available in the United States and Canada.
	<b>Oracle Hospitality Symphony First Edition Vending Inventory</b> Part Number: 9105	POS inventory client that immediately posts inventory and reduces the amount of time necessary to close out an event. Quickly balances stand sales versus cash collected by entering inventory counts. Only available in the United States and Canada.
Oracle Hospitality Driver for MerTech	<b>Oracle Hospitality Driver for MerTech</b> Part Number: 10580-05	Database connectivity solution that allow applications using DataFlex transactional engines to work with Oracle or Microsoft SQL databases.
Oracle Hospitality Driver for Visual DataFlex	<b>Oracle Hospitality for Visual DataFlex</b> Part Number:10623-05	Application runtime components used to monitor and optimize performance.

## Prerequisite Products

Hospitality Product	Sub-Product	Prerequisite Products
Oracle Hospitality Symphony First Edition Venue Management for Sports and Entertainment	Oracle Hospitality Symphony First Edition Venue Management Foundation	Operating System (one of the following): <ul style="list-style-type: none"><li>▪ Microsoft Windows Server 2012</li><li>▪ Microsoft Windows Server 2008 R2</li></ul> Database (one of the following): <ul style="list-style-type: none"><li>▪ Oracle Database 10g</li><li>▪ Oracle Database 11g</li><li>▪ Microsoft SQL Server 2012</li><li>▪ Microsoft SQL Server 2008 R2</li></ul> Framework: <ul style="list-style-type: none"><li>▪ Microsoft .NET 2.0 Framework</li></ul> Web Application Framework: <ul style="list-style-type: none"><li>▪ ASP.NET 2.0</li></ul> Operating System Components: <ul style="list-style-type: none"><li>▪ Internet Information Services (IIS)</li></ul>
	Oracle Hospitality Symphony First Edition Vending Foundation	
	Oracle Hospitality Symphony First Edition Vending Inventory	

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12. **AUDIT.** During the term of this Agreement and for two (2) year after termination or expiration, Business Objects may audit, upon reasonable notice to you and at Business Objects' expense, your books and records to determine your compliance with this Agreement. In the event any such audit reveals that you have underpaid Business Objects by an amount greater than five percent (5%) of the amounts due Business Objects in the period being audited, or that you have knowingly breached any material obligation hereunder, then, in addition to such other remedies as Business Objects may have, you shall pay or reimburse to Business Objects the cost of the audit.

13. **GENERAL.** If any provision of this Agreement is ruled invalid, such invalidity shall not affect the validity of the remaining portions of this Agreement. This Agreement constitutes the entire agreement between you and Business Objects, and supersedes any prior agreement, whether written or oral, relating to the subject matter of this Agreement. This Agreement may not be modified except by an instrument in writing duly signed by an authorized representative of each of the parties. If you are acquiring the Software on behalf of an entity, you represent and warrant that you have the legal capacity to bind such entity to this Agreement. All terms of any purchase order or other ordering document submitted by you shall be superseded by this Agreement. In the event you and Business Objects have executed a mutually agreed upon a separately executed software license and related services agreement ("MSLA") and acquired the Software pursuant to such MSLA, the terms of the MSLA may govern your use of the Software and the terms of this Agreement shall be superseded by the MSLA. The product name for the Software is a trademark or registered trademark of Business Objects. Should you have questions concerning this License Agreement, please contact your local Business Objects sales office or authorized reseller, or write to: Business Objects, Attn: Contracts Department, 3030 Orchard Parkway, San Jose, CA 95134.

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17. GOVERNING LAW. Except as otherwise preempted by United States federal law, this Agreement is governed by the laws of the State of California, United States, without reference to conflict of laws provisions or the United Nations 1980 Convention on Contracts for the International Sale of Goods and any amendments thereto.

18. COUNTRY UNIQUE TERMS.

If you purchased the Software in any territory specified below (the "Local Territory"), this section sets forth specific provisions as well as exceptions to the above terms and condition. To the extent any provision applicable to the Local Territory (the "Local Provision") set forth below is in conflict with any other term or condition in this agreement, the Local Provision will supersede such other term or condition with respect to any licenses purchased in the Local Territory.

Australia:

a) Limited Warranty and Remedy (Section 8): The following is added:

The warranties specified in this Section are in addition to any rights You may have under the Trade Practices Act 1974 or other legislation and are only limited to the extent permitted by the applicable legislation.

b) Limitation of Liability (Section 9): The following is added:

To the extent permitted by law, where Business Objects is in breach of a condition or warranty implied by the Trade Practices Act 1974 or the equivalent State or Territory legislation which cannot be excluded, Business Objects' liability is limited, at Business Objects' sole election: (i) in case of the Software: (a) (i) to repair or replace the goods, or the supply of equivalent goods, or (ii) payment of the cost of such repair or replacement or of acquiring equivalent goods; and (ii) in case of Support Services: (x) re-supply of the Support Services; or (y) the cost of having the services supplied again. In calculating

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Business Objects' aggregate liability under this Agreement, the amounts paid or the value of any goods or services replaced, repaired, or supplied by Business Objects pursuant to this paragraph shall be included.

c) Governing Law (Section 17): The following replaces the terms of this section in its entirety:

This Agreement is governed by the laws of the State or Territory in which you acquired the Software, without reference to conflict of laws provisions or the United Nations 1980 Convention on Contracts for the International Sale of Goods and any amendments thereto.

Belgium and France

a) Limitation of Liability (Section 9): The following replaces the terms of this section in its entirety:

Except as otherwise provided by mandatory law: 1. Business Objects' liability for any damages and losses that may arise as a result of the performance of its obligations in connection with this Agreement is limited to the compensation of only those damages and losses proved and actually arising as an immediate and direct consequence of the non-fulfillment of such obligations (if Business Objects is at fault), for a maximum amount equal to the charges You paid for the Software that has caused the damages. This limitation shall not apply to damages for bodily injuries (including death) and damages to real property and tangible personal property for which Business Objects is legally liable. 2. UNDER NO CIRCUMSTANCES IS BUSINESS OBJECTS, OR ANY OF ITS SOFTWARE DEVELOPERS, LIABLE FOR ANY OF

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b) Governing Law (Section 17): The following replaces the terms of this section in its entirety:

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a) Warranty (Section 8): The following replaces the terms of this section in its entirety:

Business Objects warrants that the Software provides the functionalities set forth in the associated documentation ("Documented Functionalities") for the Limited Warranty Period following receipt of the Software when used on the recommended hardware configuration. Limited Warranty Period means one year if you are a business user and two years if you are not a business user. Non-substantial variation from the Documented Functionalities does not establish any warranty rights. THIS LIMITED WARRANTY DOES NOT APPLY TO SOFTWARE PROVIDED TO YOU FREE OF CHARGE (FOR EXAMPLE, UPDATES, PRE-RELEASE, EVALUATION, OR NFR) OR SOFTWARE THAT HAS BEEN ALTERED BY YOU, TO THE EXTENT SUCH ALTERATION

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CAUSED A DEFECT. To make a warranty claim, you must return, at Business Objects expense, the Software and proof of purchase to the company from whom you obtained it. If the functionalities of the Software vary substantially from the agreed upon functionalities, Business Objects is entitled, by way of re-performance and at its own discretion, to repair or replace the Software. If that fails, you are entitled to a reduction of the purchase price or to cancel the purchase agreement.

b) Limitation of Liability (Section 9): the following paragraph is added to this Section:

The limitations and exclusions specified in this Section will not apply to damages caused by Business Objects' intentional or by gross negligence. In addition, Business Objects shall be responsible up to the amount of the typically foreseeable damages from any damage which has been caused by Business Objects or its agents due to the slightly negligent breach of a material contractual duty. This limitation of liability shall apply to all damage claims, irrespective of the legal basis thereof and in particular, to any pre-contractual or auxiliary contractual claims. This limitation of liability shall not, however, apply to any mandatory statutory liability under the product liability act nor to any damage which is caused due to the breach of an express warranty to the extent the express warranty was intended to protect you from the specific damage incurred. This clause shall not be intended to limit liability where the extent of liability is provided by mandatory law.

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United Kingdom

c) Governing Law (Section 17): The following replaces the terms of this section in its entirety:

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