

**Oracle® Hospitality Simphony First Edition Venue
Management**
Licensing Information User Manual
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Contents

| | | |
|----------|---|----------|
| 1 | Introduction | 4 |
| 2 | Licensing Information | 5 |
| | Description of Product Editions and Permitted Features..... | 5 |
| | Prerequisite Products | 6 |
| | Third-Party Notices and/or Licenses..... | 6 |
| | Commercial Software | 6 |
| | Open Source Software | 7 |
| 3 | Third-Party Licenses..... | 9 |
| | Apache License..... | 9 |
| | Business Objects License Agreement | 12 |
| | Code Project Open License | 22 |
| | CodeJock Software® Xtreme SuitePro Activex™ End User License Agreement..... | 25 |
| | Data Access Corporation Software License Agreement | 30 |
| | Flexera InstallShield License | 40 |
| | Mertech Data Systems Software License Agreement..... | 49 |
| | Microsoft Limited Permissive License | 52 |
| | Microsoft Software License Terms..... | 53 |
| | Microsoft Software End-User License Agreement | 60 |

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2 Licensing Information

Description of Product Editions and Permitted Features

Oracle Hospitality Simphony 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 Simphony First Edition Venue Management for Sports and Entertainment | Oracle Hospitality Simphony First Edition Venue Management Foundation 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. |
| | Oracle Hospitality Simphony First Edition Vending Foundation 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 Simphony First Edition to ensure that revenue is accounted accurately. Only available in the United States and Canada. |
| | Oracle Hospitality Simphony First Edition Vending Inventory 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 | Oracle Hospitality Driver for MerTech 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 | Oracle Hospitality for Visual DataFlex 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">▪ Microsoft Windows Server 2012▪ Microsoft Windows Server 2008 R2 |
| | Oracle Hospitality Symphony First Edition Vending Foundation | Database (one of the following): <ul style="list-style-type: none">▪ Oracle Database 10g▪ Oracle Database 11g▪ Microsoft SQL Server 2012▪ Microsoft SQL Server 2008 R2 |
| | Oracle Hospitality Symphony First Edition Vending Inventory | Framework: <ul style="list-style-type: none">▪ Microsoft .NET 2.0 Framework Web Application Framework: <ul style="list-style-type: none">▪ ASP.NET 2.0 Operating System Components: <ul style="list-style-type: none">▪ Internet Information Services (IIS) |

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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.

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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

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.

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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:

This Agreement is governed by the laws of country 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.

Germany and Austria

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**

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:

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United Kingdom

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