

Oracle® Hospitality Cruise SilverWhere
Licensing Information User Manual
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Oracle® Hospitality Cruise SilverWhere
Licensing Information User Manual
Version 8.0.81

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Preface

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Documentation

Oracle Hospitality product documentation is available on the Oracle Help Center at

<http://docs.oracle.com/en/industries/hospitality/>

Revision History

Date	Description of Change
July 2018	<ul style="list-style-type: none">• Initial publication

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Xceed ZIP Compression Library 5.0

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SAP Crystal Reports Runtime 13.0.15

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Except as otherwise provided by mandatory law:

1. SAP's 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 SAP 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 SAP is legally liable.

2. UNDER NO CIRCUMSTANCES IS SAP, OR ANY OF ITS SOFTWARE DEVELOPERS, LIABLE FOR ANY OF THE

FOLLOWING, EVEN IF INFORMED OF THEIR POSSIBILITY: 1) LOSS OF, OR DAMAGE TO, DATA; 2) INCIDENTAL OR

INDIRECT DAMAGES, OR FOR ANY ECONOMIC CONSEQUENTIAL DAMAGES; 3) LOST PROFITS, EVEN IF THEY ARISE AS

AN IMMEDIATE CONSEQUENCE OF THE EVENT THAT GENERATED THE DAMAGES; OR 4) LOSS OF BUSINESS,

REVENUE, GOODWILL, OR ANTICIPATED SAVINGS.

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3. The limitation and exclusion of liability herein agreed applies not only to the activities performed by SAP but also to the activities performed by its suppliers and Software developers, and represents the maximum amount for which SAP as well as its suppliers and Software developers, are collectively responsible. This limitation shall not apply to damages for bodily injuries (including death) and damages to real property and tangible personal property for which SAP is legally liable.

b) General (Section 12): The following replaces the first sentence of this section:

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.

Brazil

a) Warranty (Section 7): The following replaces the terms of this section in its entirety:

(a) SAP warrants to you that: (i) for a period of six (6) months from delivery of the Software, the Software will substantially conform to the functional description set forth in the standard documentation accompanying the Software; and (ii) for a period of six (6) months from delivery the physical media (e.g., CD-ROM), such physical media will be free from defects in materials and workmanship. The above warranties specifically exclude defects resulting from accident, abuse, unauthorized repair, modifications, or enhancements, or misapplication. You understand and agree that the state of the art does not allow the development of bug free of software. As a consequence SAP cannot warrant that the Software will operate uninterrupted or error free. Delivery of additional copies of, or revisions or upgrades to, the Software, including releases provided under Support Services, shall not restart or otherwise affect the warranty period.

(b) Your exclusive remedy for breach of the above-stated limited warranty shall be, at SAP's option, either: (i) correction or replacement of the Software with product(s) which conform to the above-stated limited warranty; or (ii) return of the price paid for the

Software and termination of this License Agreement with respect to those copies not in compliance. Such remedy shall be provided to you by SAP only if you give SAP written notice of any breach of the above-stated limited warranty, within thirty (30) days of delivery of the Software.

(c) LICENSEE UNDERSTANDS AND AGREES THAT THE STATE OF THE ART DOES NOT ALLOW THE DEVELOPMENT OF BUG FREE SOFTWARE AND THAT THE SOFTWARE HAS BEEN DEVELOPED FOR THE USE OF BUSINESS SOFTWARE GENERAL CUSTOMERS. THEREFORE, EXCEPT FOR EXPRESS WARRANTIES STATED IN THIS SECTION 7, SAP AND ITS SUPPLIERS DISCLAIM ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY (I) OF MERCHANTABILITY, (II) OF FITNESS FOR A PARTICULAR PURPOSE, (III) OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS, OR (IV) AGAINST HIDDEN DEFECTS. SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU, AND YOU MAY HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE OR BY JURISDICTION. LICENSEE ACKNOWLEDGES THAT IN ENTERING INTO THIS AGREEMENT, LICENSEE HAVE RELIED UPON LICENSEE'S OWN EXPERIENCE, SKILL AND JUDGEMENT TO EVALUATE THE SOFTWARE AND THAT LICENSEE HAS SATISFIED ITSELF AS TO THE SUITABILITY OF THE SOFTWARE TO MEET LICENSEE'S REQUIREMENTS.

b) Limitation of Liability (Section 8): the following replaces the terms of this section in its entirety:

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL SAP OR ITS DISTRIBUTORS, SUPPLIERS OR AFFILIATES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, ANY LOSS OR INACCURACY OF ANY DATA, OR COST OF SUBSTITUTE GOODS, REGARDLESS OF THE THEORY OF LIABILITY (INCLUDING NEGLIGENCE) AND EVEN IF SAP HAS BEEN

ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SAP AND ITS SUPPLIERS' AGGREGATE LIABILITY TO LICENSEE FOR ACTUAL DIRECT DAMAGES FOR ANY CAUSE WHATSOEVER SHALL BE LIMITED TO THE SOFTWARE LICENSE FEES PAID BY LICENSEE FOR THE SOFTWARE OR THE FEES PAID BY LICENSEE FOR THE SERVICE DIRECTLY CAUSING THE DAMAGES. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE FOREGOING ALLOCATION OF RISK IS REFLECTED IN THE FEES CHARGED UNDER THIS LICENSE AGREEMENT. LICENSEE FURTHER ACKNOWLEDGES THAT THE LIMITATIONS OF THIS SECTION ARE AN ESSENTIAL ELEMENT OF THIS AGREEMENT AND THAT IN THE ABSENCE OF SUCH LIMITATIONS THE PRICING AND OTHER TERMS SET FORTH IN THIS AGREEMENT WOULD BE SUBSTANTIALLY DIFFERENT.

c) General (Section 12) The following replaces the word "New York":

Brazil

Germany and Austria

a) Warranty (Section 7): The following replaces the terms of this section in its entirety:

SAP 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 SAP 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, SAP 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.

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b) Limitation of Liability (Section 8): the following paragraph is added to this Section:

The limitations and exclusions specified in this Section will not apply to damages caused by SAP's intentional or by gross negligence. In addition, SAP shall be responsible up to the amount of the typically foreseeable damages from any damage which has been caused by SAP 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 there of 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.

c) General (Section 12): The following replaces the first sentence of this section:

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.

Italy

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

Apart from damages arising out of gross negligence or willful misconduct for which SAP may not limit its liability, SAP's liability for direct and indirect damages related to the original or further defects of the Software, or related to the use or the nonuse of the

Software or related to any case whatsoever for breach of the Agreement, shall be limited to the fees paid by you to SAP for the

Software or for the part of the Software upon which the damages were based.

b) General (Section 12): The following replaces the first sentence of this section:

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.

United Kingdom

c) General (Section 12): The following replaces the first sentence of this section:

This Agreement is governed by the laws of England and Wales, 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. Notwithstanding any other provision in this Agreement, nothing in this Agreement shall create or confer (whether expressly or by implication) any rights or other benefits whether pursuant to the Contracts Rights of Third Parties) Act 1999 or otherwise in favour of any person not a party hereto.

Please indicate below whether you accept, or do not accept, the terms and conditions of this software license agreement.