## Oracle<sup>®</sup> Hospitality Simphony Venue Management

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Oracle® Hospitality Simphony Venue Management Licensing Information User Manual Version 3.10

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# Contents

Pre	eface	4
	Audience	4
	Customer Support	4
	Documentation	4
	Revision History	4
1	Introduction	5
2	Licensing Information	6
	Third-Party Notices and/or Licenses	8
	Commercial Software	8
	Open Source Software or Other Separately Licensed Software	8
3	Licenses	10
3	Licenses APACHE 2.0	
3		10
3	APACHE 2.0	10 13
3	APACHE 2.0 Code Project Open License	10 13 18
3	APACHE 2.0 Code Project Open License CodeJock Software® Xtreme SuitePro Activex™ End User License Agreement	10 13 18 24
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## Preface

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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
January 2018	Initial publication

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1

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a. United States. If you acquired the software in the United States, Washington state law governs the interpretation of this agreement and applies to claims for breach of it, regardless of conflict of laws principles. The laws of the state where you live govern all other claims, including claims under state consumer protection laws, unfair competition laws, and in tort. b. Outside the United States. If you acquired the software in any other country, the laws of that country apply.

22. LEGAL EFFECT. This agreement describes certain legal rights. You may have other rights under the laws of your state or country. You may also have rights with respect to the party from whom you acquired the software. This agreement does not change your rights under the laws of your state or country if the laws of your state or country do not permit it to do so.

## 23. LIMITATION ON AND EXCLUSION OF DAMAGES. YOU CAN RECOVER FROM

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- claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law. It also applies even if
- repair, replacement or a refund for the software does not fully compensate you for any losses; or
- Microsoft knew or should have known about the possibility of the damages.

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LIMITED WARRANTY

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AFTER ACQUIRED BY THE FIRST USER. IF YOU RECEIVE SUPPLEMENTS, UPDATES, OR

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TO THE EXTENT PERMITTED BY LAW, ANY IMPLIED WARRANTIES, GUARANTEES OR CONDITIONS LAST ONLY DURING THE TERM OF THE LIMITED WARRANTY. Some

states do not allow limitations on how long an implied warranty lasts, so these limitations may not apply to you. They also might not apply to you because some countries may not allow limitations on how long an implied warranty, guarantee or condition lasts.

C. EXCLUSIONS FROM WARRANTY. This warranty does not cover problems caused by

your acts (or failures to act), the acts of others, or events beyond Microsoft's reasonable control.

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THE SOFTWARE AT NO CHARGE. IF MICROSOFT CANNOT REPAIR OR REPLACE IT,

MICROSOFT WILL REFUND THE AMOUNT SHOWN ON YOUR RECEIPT FOR THE

SOFTWARE. IT WILL ALSO REPAIR OR REPLACE SUPPLEMENTS, UPDATES AND

REPLACEMENT SOFTWARE AT NO CHARGE. IF MICROSOFT CANNOT REPAIR OR

REPLACE THEM, IT WILL REFUND THE AMOUNT YOU PAID FOR THEM, IF ANY. YOU

MUST UNINSTALL THE SOFTWARE AND RETURN ANY MEDIA AND OTHER

ASSOCIATED MATERIALS TO MICROSOFT WITH PROOF OF PURCHASE TO OBTAIN A REFUND. THESE ARE YOUR ONLY REMEDIES FOR BREACH OF THE LIMITED WARRANTY.

E. CONSUMER RIGHTS NOT AFFECTED. YOU MAY HAVE ADDITIONAL CONSUMER RIGHTS UNDER YOUR LOCAL LAWS, WHICH THIS AGREEMENT CANNOT CHANGE.

F. WARRANTY PROCEDURES. You need proof of purchase for warranty service.

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