

Oracle® MICROS Symphony

Licensing Information User Manual



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ORACLE®

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Preface

Oracle Hospitality Symphony is a cloud-based Point-of-Sale (POS) solution that provides business management capabilities using a single tool with vast integration capabilities to property management systems, paperless kitchen display systems, credit card interfaces, and reporting applications.

Purpose

These Release Notes provide a brief overview of additions, enhancements, and corrections implemented in this software release. Their intent is informative, not instructional. Review Symphony's product documentation, including technical and application advisories for previous versions, for detailed information on installation, upgrade, configuration, and general use.

Audience

This document is intended for all users of Oracle MICROS Symphony release 19.1.

Customer Support

To contact Oracle Customer Support, access My Oracle Support at the following URL:

<https://support.oracle.com>

When contacting Customer Support, please provide the following:

- Product version and program/module name
- Functional and technical description of the problem (include business impact)
- Detailed step-by-step instructions to re-create
- Exact error message received
- Screen shots of each step you take

Documentation

Product documentation is available on the Oracle Help Center at <https://docs.oracle.com/en/industries/food-beverage/pos.html>.

Revision History

Date	Description of Change
January 2020	Initial publication.
April 2020	Conversion of the manual to HTML format.

Date	Description of Change
October 2020	Updated Oracle Hospitality Symphony Cloud Service in Chapter 2: Licensing Information by removing the sentence "Symphony Standard Cloud Service requires a minimum of 2 POS clients for each customer's provisioned Enterprise." This minimum is no longer in effect.

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Introduction

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This chapter provides the following licensing information for Symphony:

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- Prerequisite products.
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- [Oracle Hospitality Symphony Cloud Service](#)
- [Oracle Hospitality Technology Foundation for Food & Beverage](#)
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Oracle Hospitality Symphony

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Oracle Hospitality Symphony Point-of-Sale Part Number: 009783-200	Product Editions and Permitted Features Required for each Symphony Point-of-Sale (POS) client connected to the system. Devices that only operate shared services (for example, Check and Posting, Kitchen Display Controller, and Printing) are not counted toward the POS license total. Prerequisite Products A license to use the following products are a prerequisite to license and use Symphony POS: <ul style="list-style-type: none"> • Oracle Hospitality Symphony Foundation • Oracle Hospitality Technology Foundation for Food & Beverage Entitled Products and Restricted Use Licenses N/A

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<p>Oracle Hospitality Symphony Kitchen Display System</p> <p>Part Number: 009780-200</p>	<p>Product Editions and Permitted Features</p> <p>Required for each Symphony Kitchen Display System (KDS) client connected to the Symphony system. This license is required even if the customer is using a non-Oracle KDS client solution.</p> <p>Prerequisite Products</p> <p>A license to use the following product is a prerequisite to license and use Symphony KDS:</p> <ul style="list-style-type: none"> • Oracle Hospitality Symphony Foundation <p>Entitled Products and Restricted Use Licenses</p> <p>N/A</p>
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<p>Oracle Hospitality Symphony Transaction Services – Revenue Center</p> <p>Part Number: L101380</p>	<p>Product Editions and Permitted Features</p> <p>Allows external solutions to obtain configuration data, query check information, and post transaction data to Symphony. This license provides access for an unlimited number of endpoints for an integrator within a revenue center.</p> <p>Prerequisite Products</p> <p>A license to use the following product is a prerequisite to license and use Symphony Transaction Services – Revenue Center:</p> <ul style="list-style-type: none"> • Oracle Hospitality Symphony Foundation <p>Entitled Products and Restricted Use Licenses</p> <p>N/A</p>

Subproduct	Licensing Information
<p>Oracle Hospitality Symphony Guest Facing Transaction Services – Revenue Center Part Number: L102928</p>	<p>Product Editions and Permitted Features Allows external solutions to obtain configuration data, query check information, and post transaction data to Symphony from devices that guests use (for example, a tabletop ordering device or kiosk). Use of this part to integrate an employee facing solution is not permitted. This license provides access for an unlimited number of endpoints for an integrator within a revenue center.</p> <p>Prerequisite Products A license to use the following product is a prerequisite to license and use Symphony Guest Facing Transaction Services – Revenue Center:</p> <ul style="list-style-type: none"> • Oracle Hospitality Symphony Foundation
<p>Oracle Hospitality Symphony Credit Card Interface Part Number: 009798-200</p>	<p>Entitled Products and Restricted Use Licenses N/A</p> <p>Product Editions and Permitted Features Enables the use of either integrated or semiintegrated devices to process credit transactions with Symphony.</p> <p>Prerequisite Products A license to use the following product is a prerequisite to license and use Symphony Credit Card Interface:</p> <ul style="list-style-type: none"> • Oracle Hospitality Symphony Point-of-Sale <p>Entitled Products and Restricted Use Licenses A license for Symphony Credit Card Interface contains a restricted-use license for Oracle Hospitality Symphony Guest Facing Transaction Services. Use of Oracle Hospitality Symphony Guest Facing Transaction Services is restricted to Pay at the Table services.</p>

Subproduct	Licensing Information
<p>Oracle Hospitality Symphony Credit Card Interface</p> <p>Part Number: 009798-200</p>	<p>Product Editions and Permitted Features</p> <p>Enables the use of either integrated or semiintegrated devices to process credit transactions with Symphony.</p> <p>Prerequisite Products</p> <p>A license to use the following product is a prerequisite to license and use Symphony Credit Card Interface:</p> <ul style="list-style-type: none"> • Oracle Hospitality Symphony Point-of-Sale <p>Entitled Products and Restricted Use Licenses</p> <p>A license for Symphony Credit Card Interface contains a restricted-use license for Oracle Hospitality Symphony Guest Facing Transaction Services. Use of Oracle Hospitality Symphony Guest Facing Transaction Services is restricted to Pay at the Table services.</p>
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<p>Oracle Hospitality Symphony Configuration Data Interface</p> <p>Part Number: L105277</p>	<p>Product Editions and Permitted Features</p> <p>Grants access to the Configuration Data Interface API for direct integrations. This interface is used to allow third parties to create or modify POS configuration data such as menu item prices. This interface is not required to utilize the Symphony Import Export feature, which allows for manual, filebased imports or exports.</p> <p>Prerequisite Products</p> <p>A license to use the following product is a prerequisite to license and use Symphony Configuration Data Interface:</p> <ul style="list-style-type: none"> • Oracle Hospitality Symphony Foundation <p>Entitled Products and Restricted Use Licenses</p> <p>N/A</p>

Oracle Hospitality Symphony Cloud Service

Subproduct	Licensing Information
<p>Oracle Hospitality Symphony Premium Cloud Service</p> <p>Part Number: B81480</p>	<p>Product Editions and Permitted Features</p> <p>Handles the entire operational and transaction process. Symphony Premium Cloud Service requires a minimum of 50 POS clients for each customer's provisioned Enterprise.</p> <p>Prerequisite Products</p> <p>N/A</p> <p>Entitled Products and Restricted Use Licenses</p> <p>A license for Symphony Cloud Service contains a restricted-use license for Oracle Hospitality Reporting and Analytics Advanced Cloud Service and Oracle Hospitality Labor Management Cloud Service. Use of Oracle Hospitality Reporting and Analytics Advanced Cloud Service and Oracle Hospitality Labor Management Cloud Service is limited to use with Symphony Cloud Service and may not be used or deployed for other purposes.</p>
<p>Oracle Hospitality Symphony Standard Cloud Service</p> <p>Part Number: B84711</p>	<p>Product Editions and Permitted Features</p> <p>Handles the entire operational and transaction process.</p> <p>Prerequisite Products</p> <p>N/A</p> <p>Entitled Products and Restricted Use Licenses</p> <p>A license for Symphony Standard Cloud Service contains a restricted-use license for Oracle Hospitality Reporting and Analytics Advanced Cloud Service and Oracle Hospitality Labor Management Cloud Service. Use of Oracle Hospitality Reporting and Analytics Advanced Cloud Service and Oracle Hospitality Labor Management Cloud Service is limited to use with Symphony Standard Cloud Service and may not be used or deployed for other purposes.</p>

Subproduct	Licensing Information
Oracle Hospitality Symphony Premium Transaction Services Cloud Service Part Number: B81485	<p>Product Editions and Permitted Features</p> <p>Allows external solutions to obtain configuration data, query check information, and post transaction data to Symphony.</p> <p>Prerequisite Products</p> <p>A license to use the following product is a prerequisite to license and use Symphony Premium Transaction Services Cloud Service:</p> <ul style="list-style-type: none"> • Oracle Hospitality Symphony Premium Cloud Service <p>Entitled Products and Restricted Use Licenses</p> <p>N/A</p>
Oracle Hospitality Symphony Premium Transaction Services Cloud Service – Revenue Center Part Number: B3737	<p>Product Editions and Permitted Features</p> <p>Allows external solutions to obtain configuration data, query check information, and post transaction data to Symphony.</p> <p>Prerequisite Products</p> <p>A license to use the following product is a prerequisite to license and use Symphony Premium Transaction Services Cloud Service – Revenue Center:</p> <ul style="list-style-type: none"> • Oracle Hospitality Symphony Premium Cloud Service <p>Entitled Products and Restricted Use Licenses</p> <p>N/A</p>
Oracle Hospitality Symphony Premium Guest Facing Transaction Services Cloud Service – Revenue Center Part Number: B83738	<p>Product Editions and Permitted Features</p> <p>Allows external solutions to obtain configuration data, query check information, and post transaction data to Symphony from devices that guests use (for example, a tabletop ordering device or kiosk). Use of this part to integrate an employee facing solution is not permitted.</p> <p>Prerequisite Products</p> <p>A license to use the following product is a prerequisite to license and use Symphony Premium Guest Facing Transaction Services Cloud Service – Revenue Center:</p> <ul style="list-style-type: none"> • Oracle Hospitality Symphony Premium Cloud Service <p>Entitled Products and Restricted Use Licenses</p> <p>N/A</p>

Subproduct	Licensing Information
<p>Oracle Hospitality Symphony Standard Transaction Services Cloud Service – Transaction Services Client</p> <p>Part Number: B90422</p>	<p>Product Editions and Permitted Features</p> <p>Allows external solutions to obtain configuration data, query check information, and post transaction data to Symphony</p> <p>Prerequisite Products</p> <p>A license to use the following product is a prerequisite to license and use Symphony Standard Transaction Services Cloud Service:</p> <ul style="list-style-type: none"> • Oracle Hospitality Symphony Standard Cloud Service <p>Entitled Products and Restricted Use Licenses</p> <p>N/A</p>
<p>Oracle Hospitality Symphony Standard Transaction Services Cloud Service – Revenue Center</p> <p>Part Number: B90423</p>	<p>Product Editions and Permitted Features</p> <p>Allows external solutions to obtain configuration data, query check information, and post transaction data to Symphony.</p> <p>Prerequisite Products</p> <p>A license to use the following product is a prerequisite to license and use Symphony Standard Transaction Services Cloud Service – Revenue Center:</p> <ul style="list-style-type: none"> • Oracle Hospitality Symphony Standard Cloud Service <p>Entitled Products and Restricted Use Licenses</p> <p>N/A</p>
<p>Oracle Hospitality Symphony Standard Guest Facing Transaction Services Cloud Service – Revenue Center</p> <p>Part Number: B90424</p>	<p>Product Editions and Permitted Features</p> <p>Allows external solutions to obtain configuration data, query check information, and post transaction data to Symphony from devices that guests use (for example, a tabletop ordering device or kiosk). Use of this part to integrate an employee facing solution is not permitted.</p> <p>Prerequisite Products</p> <p>A license to use the following product is a prerequisite to license and use Symphony Standard Guest Facing Transaction Services Cloud Service – Revenue Center:</p> <ul style="list-style-type: none"> • Oracle Hospitality Symphony Standard Cloud Service <p>Entitled Products and Restricted Use Licenses</p> <p>N/A</p>

Subproduct	Licensing Information
Oracle Hospitality Symphony Engagement Cloud Service Part Number: B81481	<p>Product Editions and Permitted Features</p> <p>Add-on solution available for both Symphony Cloud Services and the Symphony Point-of-Sale Client (license). Enhances the POS client by delivering interactive content and management capabilities.</p> <p>Prerequisite Products</p> <p>A license to use one of the following products is a prerequisite to license and use Symphony Engagement Cloud Service:</p> <ul style="list-style-type: none"> • Oracle Hospitality Symphony Premium Cloud Service <p>or</p> <ul style="list-style-type: none"> • Oracle Hospitality Symphony Standard Cloud Service <p>Entitled Products and Restricted Use Licenses</p> <p>N/A</p>
Oracle Hospitality Symphony Credit Card Interface Cloud Service Part Number: B81483	<p>Product Editions and Permitted Features</p> <p>Enables the use of either integrated or semiintegrated devices to process credit card transactions with the Symphony Cloud Service. Includes a restricted use Oracle Hospitality Symphony Transaction Services Cloud Service – Revenue Center license, which enables solutions that provide Pay at the Table services.</p> <p>Prerequisite Products</p> <p>A license to use one of the following products is a prerequisite to license and use Symphony Credit Card Interface Cloud Service:</p> <ul style="list-style-type: none"> • Oracle Hospitality Symphony Premium Cloud Service <p>or</p> <ul style="list-style-type: none"> • Oracle Hospitality Symphony Standard Cloud Service <p>Entitled Products and Restricted Use Licenses</p> <p>A license for Symphony Credit Card Interface Cloud Service contains a restricted-use license for Oracle Hospitality Symphony Premium Guest Facing Transaction Services or Oracle Hospitality Symphony Standard Guest Facing Transaction Services. Use of Oracle Hospitality Symphony Premium Guest Facing Transaction Services or Oracle Hospitality Symphony Standard Guest Facing Transaction Services is restricted to Pay at the Table services.</p>

Subproduct	Licensing Information
Oracle Hospitality Symphony Kitchen Display Services Cloud Service Part Number: B81484	<p>Product Editions and Permitted Features</p> <p>Required for each Kitchen Display System (KDS) client connected to the Symphony system. This cloud service license is required even if the customer is using a non-Oracle KDS client solution.</p> <p>Prerequisite Products</p> <p>A license to use one of the following products is a prerequisite to license and use Symphony Kitchen Display Services Cloud Service:</p> <ul style="list-style-type: none"> • Oracle Hospitality Symphony Premium Cloud Service <p>or</p> <ul style="list-style-type: none"> • Oracle Hospitality Symphony Standard Cloud Service <p>Entitled Products and Restricted Use Licenses</p> <p>N/A</p>
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Oracle Hospitality Symphony Configuration Data Interface Cloud Service Part Number: B87077	<p>Product Editions and Permitted Features</p> <p>Grants access to the Configuration Data Interface API for direct integrations. This interface is used to allow third parties to create or modify POS configuration data such as menu item prices.</p> <p>This interface is not required to utilize the Symphony Import Export feature, which allows for manual, filebased imports or exports.</p> <p>Prerequisite Products</p> <p>A license to use one of the following products is a prerequisite to license and use Symphony Configuration Data Interface Cloud Service:</p> <ul style="list-style-type: none"> • Oracle Hospitality Symphony Premium Cloud Service or • Oracle Hospitality Symphony Standard Cloud Service <p>Entitled Products and Restricted Use Licenses</p> <p>N/A</p>

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"Legal Entity" shall mean the union of the acting entity and all other entities that control, are controlled by, or are under common control with that entity. For the purposes of this definition, "control" means (i) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or

otherwise, or (ii) ownership of fifty percent (50%) or more of the outstanding shares, or (iii) beneficial ownership of such entity.

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Secure Eikon and Secure TouchChip Module SDK EULA 13.0806

GNU Lesser General Public License Version 2.1

Version 2.1, February 1999

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Can I transfer the software to another computer or user? You may transfer the software to another computer that belongs to you. You may also transfer the software (together with the license) to a computer owned by someone else if a) you are the first licensed user of the software and b) the new user agrees to the terms of this agreement. To make that transfer, you must transfer the original media, the certificate of authenticity, the product key, and the proof of purchase directly to that other person, without retaining any copies of the software. You may use the backup copy we allow you to make or the media that the software came on to transfer the software. Every time you transfer the software to a new computer, you must remove the software from the prior computer. You may not transfer the software to share licenses between computers. You may transfer Get Genuine Windows software, Pro Pack or Media Center Pack software only together with the licensed computer.

How does Internet activation work? The first time you connect to the Internet while using the software, the software will automatically contact Microsoft or its affiliate to confirm the software is genuine and the license is associated with the licensed computer. This process is called “activation.” Because activation is meant to identify unauthorized changes to the licensing or activation functions of the software, and to otherwise prevent unlicensed use of the software, you may not bypass or circumvent activation.

Does the software collect my personal information? If you connect your computer to the Internet, some features of the software may connect to Microsoft or service provider computer systems to send or receive information, including personal information. You may not always receive a separate notice when they connect. If you choose to use any of these features, you agree to send or receive this information when using that feature. Many of these features can be switched off or you can choose not to use them.

How do we use your information? Microsoft uses the information it collects through the software features to upgrade or fix the software and otherwise improve our products and services. In certain circumstances, we also share it with others. For example, we share error reports with relevant hardware and software vendors so that they can use the information to improve how their products run with Microsoft products. You agree that we may collect, use, and disclose the information as described in our Privacy Statement at go.microsoft.com/fwlink/?linkid=280262.

What does this agreement apply to? This agreement applies to the software, the media on which you received the software, and also any Microsoft updates, supplements, and services for the software, unless other terms come with them. It also applies to Windows apps that are included with Windows, which are separate from the software features.

Are there things I'm not allowed to do with the software? Yes. Because the software is licensed, not sold, Microsoft reserves all rights (such as rights under intellectual property laws) not expressly granted in this agreement. In particular, this license does not give you any right to, and you may not: use or virtualize features of the software separately; publish, copy (other than the permitted backup copy), rent, lease, or lend the software; transfer the software (except as permitted by this agreement); attempt to circumvent technical protection measures in the software, reverse engineer, decompile, or disassemble the software, except if the laws where you live permit this even when our agreement does not. In that case, you may do only what your law allows. When using Internet-based features or Microsoft Family Safety, you may not use those features in any way that could interfere with anyone else's use of them, or to try to gain access to any service, data, account, or network, in an unauthorized manner.

ADDITIONAL TERMS

1. License Rights and Multi-User Scenarios

- a. Computer. In this agreement, "computer" means a hardware system (whether physical or virtual) with an internal storage device capable of running the software. A hardware partition or blade is considered to be a computer. The software is licensed to run on up to two processors on the licensed computer.
- b. Multiple versions. The software includes multiple versions (such as 32-bit and 64-bit versions), and you may install only one of those versions.
- c. Multiple or pooled connections. Hardware or software you use to multiplex or pool connections, or reduce the number of devices or users that access or use the software, does not reduce the number of licenses you need. You may only use such hardware or software if you have a license for each copy of the software you are using.
- d. Device connections. You may allow up to 20 other devices to access the software installed on the licensed computer for the purpose of using file services, print services, Internet information services, and Internet connection sharing and telephony services on the licensed computer. You may allow any number of devices to access the software on the licensed computer to synchronize data

between devices. This section does not mean, however, that you have the right to install the software, or use the primary function of the software (other than the features listed in this section), on any of these other devices.

e. Client Hyper-V. You may use the Client Hyper-V technology in the software to create a virtual instance of this or other software, but only if the software you are creating the virtual instance of permits you to do that.

f. Use in a virtualized environment. If you use virtualization software, including Client Hyper-V, to create one or more virtual computers on a single computer hardware system, each virtual computer, and the physical computer, is considered a separate computer for purposes of this agreement. This license allows you to install only one copy of the software for use on one computer, whether that computer is physical or virtual. If you want to use the software on more than one virtual computer, you must obtain separate copies of the software and a separate license for each copy. Content protected by digital rights management technology or other full-volume disk drive encryption technology may be less secure in a virtualized environment.

g. Remote access. The software contains Remote Desktop and Remote Assistance technologies that enable the software or applications installed on the licensed computer to be accessed remotely from other devices.

- Remote Desktop. Remote Desktop or similar technologies is licensed for a single user, who is either accessing that software from a local computer or remotely. For this agreement, you are the licensed single user. You may access the software running on this licensed host computer from another device by using Remote Desktop. Other users, one at a time, may access the licensed software running on this host computer from any device using Remote Desktop, but only if the remote device is separately licensed to run a Pro edition of Windows 8 or Windows 8.1.
- Remote Assistance. You may use Remote Assistance or similar technologies to share an active session without obtaining any additional licenses for the software. Remote Assistance allows one user to directly connect to another user's computer, usually to correct problems.

2. Binding Arbitration and Class Action Waiver

a. Application. If you live in the United States, this Section 2 applies to any dispute EXCEPT IT DOES NOT INCLUDE A DISPUTE RELATING TO THE ENFORCEMENT OR VALIDITY OF YOUR, MICROSOFT'S, OR EITHER OF OUR LICENSORS' INTELLECTUAL PROPERTY RIGHTS. Dispute means any dispute, action, or other controversy between you and Microsoft concerning the software (including its price) or this agreement, whether in contract, warranty, tort, statute, regulation, ordinance, or any other legal or equitable basis. "Dispute" will be given the broadest possible meaning allowable under law.

b. Notice of Dispute. In the event of a dispute, you or Microsoft must give the other a Notice of Dispute, which is a written statement of the name, address, and contact information of the party giving it, the facts giving rise to the dispute, and the relief requested. You must send any Notice of Dispute by U.S. Mail to Microsoft Corporation, ATTN: LCA ARBITRATION, One Microsoft Way, Redmond, WA 98052-6399. A form is available at go.microsoft.com/fwlink/?linkid=245499. Microsoft will send any Notice of Dispute to you by U.S. Mail to your address if we have it, or otherwise to your e-mail address. You and Microsoft will attempt to resolve any dispute through informal negotiation within 60 days from the date the Notice of Dispute is sent. After 60 days, you or Microsoft may commence arbitration.

c. Small claims court. You may also litigate any dispute in small claims court in your county of residence or King County, Washington, if the dispute meets all requirements to be heard in the small claims court. You may litigate in small claims court whether or not you negotiated informally first.

d. Binding arbitration. If you and Microsoft do not resolve any dispute by informal negotiation or in small claims court, any other effort to resolve the dispute will be conducted exclusively by binding arbitration governed by the Federal Arbitration Act (“FAA”). You are giving up the right to litigate (or participate in as a party or class member) all disputes in court before a judge or jury. Instead, all disputes will be resolved before a neutral arbitrator, whose decision will be final except for a limited right of appeal under the FAA. Any court with jurisdiction over the parties may enforce the arbitrator’s award.

e. Class action waiver. Any proceedings to resolve or litigate any dispute in any forum will be conducted solely on an individual basis. Neither you nor Microsoft will seek to have any dispute heard as a class action, private attorney general action, or in any other proceeding in which either party acts or proposes to act in a representative capacity. No arbitration or proceeding will be combined with another without the prior written consent of all parties to all affected arbitrations or proceedings.

f. Arbitration procedure, costs, fees, and incentives. Any arbitration will be conducted by the American Arbitration Association (the “AAA”) under its Commercial Arbitration Rules. If you are an individual and use the software for personal or household use, or if the value of the dispute is \$75,000 USD or less whether or not you are an individual or how you use the software, its Supplementary Procedures for Consumer-Related Disputes will also apply. For more information, see adr.org or call 1-800-778-7879. In a dispute involving \$75,000 USD or less, Microsoft will promptly reimburse your filing fees and pay the AAA’s and arbitrator’s fees. You and Microsoft agree to the terms governing procedures, fees, and incentives at go.microsoft.com/fwlink/?linkid=281874. To commence arbitration, submit the form available at go.microsoft.com/fwlink/?linkid=245497 to the AAA. You agree to commence arbitration only in your county of residence or in King County, Washington. Microsoft agrees to commence arbitration only in your county of residence.

g. Claims or disputes must be filed within one year. To the extent permitted by law, any claim or dispute to which Section 2 applies must be filed within one year in small claims court (Section 2.c) or in arbitration (Section 2.d). The one-year period begins when the claim or dispute first could be filed. If such a claim or dispute is not filed within one year, it is permanently barred.

h. Severability. If the class action waiver in Section 2.e is found to be illegal or unenforceable as to all or some parts of a dispute, then Section 2 (arbitration) will not apply to those parts. Instead, those parts will be severed and proceed in a court of law, with the remaining parts proceeding in arbitration. If any other provision of Section 2 is found to be illegal or unenforceable, that provision will be severed with the remainder of Section 2 remaining in full force and effect.

3. Choice of Law

The laws of the state or country where you live govern all claims and disputes concerning the software (including its price) or this agreement, including breach of contract claims and claims under state consumer protection laws, unfair competition laws, implied warranty laws, for unjust enrichment, and in tort, except that the FAA governs all provisions relating to arbitration. If you acquired the software in any other country, the laws of that country apply. This agreement describes certain legal rights. You may have other rights, including consumer

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 those other rights if the laws of your state or country do not permit it to do so.

4. Activation

a. More on how activation works. The software will notify you whether the installed copy of the software is properly licensed. During activation, the software will send information about the software and your computer to Microsoft. This information includes the version, language, and product key of the software, the Internet protocol address of the computer, and information derived from the hardware configuration of the computer. For more information about activation, see go.microsoft.com/fwlink/?linkid=280262. If the licensed computer is connected to the Internet, the software will automatically connect to Microsoft for activation. You can also activate the software manually by Internet or telephone. In either case, Internet and telephone service charges may apply.

b. Re-activation. Some changes to your computer components or the software may require re-activation of the software.

c. Activation failure. During online activation, if the licensing or activation functions of the software are found to be counterfeit, improperly licensed, or include unauthorized changes, activation will fail and the software will attempt to repair itself by replacing any tampered Microsoft software with genuine Microsoft software. The software will notify you if the installed copy of the software is improperly licensed or includes unauthorized changes. In addition, you may receive reminders to obtain a properly licensed copy of the software. You may not be able to obtain certain updates or upgrades from Microsoft if your copy of the software is found to be improperly licensed.

5. Internet-Based Features; Privacy

Some software features use Internet protocols, which send to Microsoft (or its suppliers or service providers) computer information, such as your Internet protocol address, the type of operating system, browser, and name and version of the software you are using, and the language code of the computer where you installed the software. Microsoft uses this information to make the Internet-based features available to you, in accordance with the Windows 8.1 Privacy Statement at go.microsoft.com/fwlink/?linkid=280262 and information that may be presented to you in the Windows user interface. Some Internetbased features may be delivered and updated at a later date—if, for example, you acquire an application that relies on one of those services, or to help make the software safer or more reliable.

a. Windows Update. If you use the Windows Update service in the software, updates or downloads to the Windows Update service will be required for proper functioning of the service, from time to time, and will be downloaded and installed without further notice to you.

b. Windows digital rights management technology. Some content owners use Windows digital rights management technology (DRM) to protect their copyrights and other intellectual property, including by disabling the software's ability to play protected content if Windows DRM fails. You agree that Microsoft may include a revocation list with the licenses.

c. Windows Media Player. When you use Windows Media Player, it checks with Microsoft for compatible online music services in your region and new versions of the player. You may only use Windows Media Player as described at go.microsoft.com/fwlink/?linkid=104605.

d. Windows Defender. If turned on, Windows Defender will search your computer for many types of malicious software (“malware”), including viruses, worms, bots, rootkits, “spyware”, “adware,” and other potentially unwanted software. If you choose the recommended security settings when you first start using the software, such malware and other potentially unwanted software rated “high” or “severe” will automatically be removed. This removal may result in other software on your computer ceasing to work or your breaching a license to use that software. It is possible that software that is not unwanted may be removed or disabled. If you use Windows Defender and Windows Update, Windows Defender is regularly updated through Windows Update.

e. Malicious software removal. The software may periodically scan for and remove malware from your computer, using the malicious software removal tool most recently downloaded to your computer. After the scan completes and at regular intervals, a report will be sent to Microsoft with specific information about malware detected, errors, and other information about your computer. This information is used to help protect your computer from malicious software, as well as to improve the software and other Microsoft Chapter 3 Licenses 3-53 products. You may disable the software’s reporting functionality by following the instructions found at go.microsoft.com/fwlink/?linkid=241725.

f. SmartScreen Filter. If enabled, the SmartScreen Filter will check the addresses of webpages and downloads you attempt to view against a frequently updated list of webpages and downloads that have been reported to Microsoft as unsafe or suspicious. SmartScreen will also check downloaded programs that you attempt to run against a list of commonly downloaded or run programs to help you make more informed trust decisions. More information can be found by visiting the Internet Explorer Privacy Statement at go.microsoft.com/fwlink/?linkid=280122. By enabling SmartScreen in either Windows or Internet Explorer, you consent to this feature, and you agree to use the SmartScreen Filter only in conjunction with Windows or Internet Explorer. You may not, either manually or by enabling or authorizing any software or service, copy, display, distribute, collect, or store any data provided by the SmartScreen Filter.

g. IPv6 Network Address Translation (NAT) Traversal service (Teredo). Each time you start your licensed computer, Teredo will attempt to locate a public Internet Protocol version 6 (IPv6) service on the Internet. This occurs automatically when your licensed computer is connected to a public or private network, but does not occur on managed networks such as enterprise domains. If you use a program that requires Teredo to use IPv6 connectivity, or if you configure your firewall to always enable IPv6 connectivity, then Teredo will periodically contact the Microsoft Teredo service over the Internet. The only information sent to Microsoft is standard computer information and the name of the service requested (for example teredo.ipv6.microsoft.com). The information sent from your computer by Teredo is used to determine if your computer is connected to the Internet and if it can locate a public IPv6 service. Once the service is located, information is sent to maintain a connection with the IPv6 service.

h. Plug and Play and Plug and Play Extensions. Your computer may not have the drivers needed to communicate with hardware that you connect to your computer. If so, the update feature of the software can obtain and install the correct driver on your computer. An administrator can disable this update feature.

i. Digital certificates. The software uses digital certificates to confirm the identity of Internet users sending X.509 standard encrypted information, to digitally sign files and macros, and to verify the integrity and origin of file contents. The software may retrieve and update certificates, certificate revocation lists, and the list of trusted certification authorities, over the Internet.

j. Network awareness. This feature determines whether a system is connected to a network by either passive monitoring of network traffic or active DNS or HTTP queries. The query transfers only standard TCP/IP or DNS information for routing purposes. You can switch off the active query feature through a registry setting.

k. Accelerators. When you click on or move your mouse over an Accelerator in Internet Explorer, any of the following may be sent to the applicable service provider (which may not be Microsoft): the title and full web address or URL of the current webpage, standard computer information, and any content you have selected. For more information, see go.microsoft.com/fwlink/?linkid=280122.

l. Search provider update. The software will download an update to the data on your computer about search providers. This update upgrades your providers with the latest features, such as new icons or search suggestions. This is a one-time update, but the software will try to perform the update several times if it does not successfully download the update. For more information, see go.microsoft.com/fwlink/?linkid=280122

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n. Windows Store. In addition to the terms of this agreement for Internet-based features, you may only use the Windows Store under the terms available at go.microsoft.com/fwlink/?linkid=246694. Those terms also contain information about Windows Notification Service. Windows apps or any preinstalled apps in your Start may use Windows Notification Service. You agree that we may send you notifications as described in the Windows 8.1 Privacy Statement and Windows Store terms of service.

6. Windows Apps

Windows apps (such as Mail, Calendar, and People) are apps that are developed by Microsoft, included with Windows, and licensed to you under this agreement. You can access each Windows app from its corresponding tile in Start. Some of the Windows apps provide an access point to online services, and the use of those services is sometimes governed by separate terms and privacy policies. You can view these terms and policies by looking at the app's settings. Unless other terms are displayed to you or presented in the app's settings, you agree the services that you access from the Windows apps are governed by the Microsoft Services Agreement at go.microsoft.com/fwlink/?linkid=246338, or for Windows apps that access Xbox services, the xbox.com/legal/livetou. We continuously work to improve the services and we may change the services at any time. The services may not be available in certain countries. You may choose to uninstall any Windows app at any time, and you may also choose to reinstall any Windows app by downloading it from the Windows Store. Some Windows apps include advertising. You may choose to opt out of personalized advertising by visiting choice.live.com.

7. Proof of License

If you acquired the software on a disc or other physical media, your proof of license is the genuine Microsoft certificate of authenticity label with the accompanying genuine product key, and your proof of purchase. If you acquired and downloaded the software online, your proof of license is the genuine Microsoft product key for the software that you received with your purchase, and your proof of purchase from an authorized electronic supplier of genuine Microsoft software. If you acquired and downloaded the software via the Windows Store, your proof of

purchase is the proof of purchase for the Windows 8 Pro software that you updated from. Proof of purchase may be subject to verification by your merchant's records.

8. Updates and Upgrades

You may only obtain updates or upgrades for the software from Microsoft or authorized sources. Certain upgrades, support, and other services may be offered only to users of genuine Microsoft software. For more information about Genuine Windows, see go.microsoft.com/fwlink/?linkid=104612. To identify genuine Microsoft software, see howtotell.com.

9. Limited Rights Versions

Some versions of the software, like Not for Resale and Academic Edition software, are distributed for limited purposes. You may not sell software marked as "NFR" or "Not for Resale", and you must be a Qualified Educational User to use software marked as "Academic Edition" or "AE." If you want to find out more about academic software, or you want to find out if you are a Qualified Educational User, visit microsoft.com/education or contact the Microsoft affiliate serving your country for more information.

10. Fonts, Icons, Images, and Sounds

a. Font components. While the software is running, you may use its fonts to display and print content. You may temporarily download the fonts to a printer or other output device to print content, and you may embed fonts in content only as permitted by the embedding restrictions in the fonts.

b. Icons, images, and sounds. While the software is running, you may access and use its icons, images, sounds, and media only from the licensed computer. You may not share the sample images, sounds, and media provided with the software or use them for any other purpose.

11. .NET Framework

The software includes one or more components of the .NET Framework, which you may use only as described at go.microsoft.com/fwlink/?linkid=66406 if you use the .NET Framework components to conduct internal benchmark testing.

12. H.264/AVC and MPEG-4 Visual Standards and VC-1 Video Standards

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14. Third-Party Programs

This software contains certain third-party programs. You agree that your use of them is governed by the license terms provided with those programs.

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- go.microsoft.com/fwlink/?linkid=280262 (Windows 8.1 Privacy Statement)
- go.microsoft.com/fwlink/?linkid=281874 (Arbitration Procedure)
- go.microsoft.com/fwlink/?linkid=104605 (Windows Media Player)
- go.microsoft.com/fwlink/?linkid=246694 (Windows Store Terms of Use)
- go.microsoft.com/fwlink/?linkid=246338 (Microsoft Services Agreement)
- xbox.com/legal/livetou (Xbox LIVE Terms of Use)
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What if Microsoft breaches its warranty? If Microsoft breaches its limited warranty, your only remedy is the repair or replacement of the software. We also have the option to refund to you the price you paid for the software (if any) instead of repairing or replacing it. Prior to refund, you must uninstall the software and return it to Microsoft, with proof of purchase.

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Original SSLeay License

This package is an SSL implementation written by Eric Young (eay@cryptsoft.com).

The implementation was written so as to conform with Netscape's SSL.

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2006 June 7

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