

Oracle® Retail Macro Space Planning

Licensing Information

Release 13.2

September 2010

This document provides licensing information for all the third-party applications used by Oracle Retail Macro Space Management and In-Store Space Collaboration applications. It includes the following sections:

- [Prerequisite Softwares and Licenses](#)
- [Third Party Softwares and Licenses](#)

Prerequisite Softwares and Licenses

Oracle Retail products depend on the installation of certain essential products (with commercial licenses), but the company does not bundle these third-party products within its own installation media. Acquisition of licenses for these products should be handled directly with the software vendor.

The following products are not distributed along with the Macro Space Planning installation media:

- Oracle® Database 10g Release 2 (<http://www.oracle.com>)
- Oracle Database 10g Client run time environment & Administrative tools or Oracle Data provider for .Net 10.2 (<http://www.oracle.com>)
- Oracle Data Integrator - required for import of planograms from third party sources (<http://www.oracle.com>)
- Autodesk® AutoCAD® 2009, 2010, or 2011. (<http://www.autodesk.com>)

Note: VBA Support - AutoCAD versions 2010 & 2011 do not include VBA Support in their base installation package. A Separate installer package can be obtained directly from AutoDesk. This MUST be installed after AutoCAD is installed and before MSM is installed. (<http://www.autodesk.com>)

- Microsoft .NET Framework Version 2.0 or 3.5 (<http://www.microsoft.com>)
- Microsoft Visual Basic 6 Patch KB896559-v1 (Included with installation package, but needs to be installed manually following MSM installation) (<http://www.microsoft.com>)

Third Party Softwares and Licenses

Macro Space Management

The following third party products are bundled along with the Oracle Retail Macro Space Management product code. Oracle has acquired the necessary approvals and licenses to bundle these products with the software.

- **Software Name:** Spread
 - **Software Provider:** FarPoint Technologies, Inc.
 - **Provider Web Site:**
<http://www.fpoint.com/products/spread/spread.aspx>
- **Software Name:** ObjectARX
 - **Software Provider:** Autodesk, Inc.
 - **Provider Web Site:**
<http://usa.autodesk.com/adsk/servlet/index?siteID=123112&id=773204>
- **Software Name:** GridEx 2000b
 - **Software Provider:** Janus systems
 - **Provider Web Site:** <http://www.janusys.com>

In-Store Space Collaboration

No third party products are bundled along with Oracle Retail In-Store Space Collaboration product code. Accordingly, no approvals and licenses are required.

Object ARX License and Download Agreement

For AutoCAD 2011, AutoCAD 2010, AutoCAD 2009

NOTICE TO USER:

THIS IS A CONTRACT. BY INSTALLING THIS SOFTWARE YOU ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT.

This Autodesk, Inc. ("Autodesk") License Agreement for ObjectARX® for AutoCAD® 2011, AutoCAD® 2010 and AutoCAD® 2009 software ("Agreement") accompanies an Autodesk® ObjectARX software product and related explanatory materials ("Software"). The term "Software" shall also include any upgrades, modified versions, or updates of the Software licensed to you by Autodesk. Please read this Agreement carefully.

Autodesk grants to you a nonexclusive limited license to use and copy the Software, provided that you agree to the following:

1. Use of the Software

You may install the Software in a single location on a single hard disk or other storage device, install and use the Software on a file server for use on a network for the purpose of installation onto hard disks or other storage devices or use the Software over such network, and make backup copies of the Software. You may make unlimited copies of the Software and give copies to other persons or entities so long as (i) all such copies are used to develop applications for Autodesk products based on the

AutoCAD® platform and excluding AutoCAD LT®, DWG TrueConvert™, and DWG TrueView™ and (ii) all such copies contain this Agreement and the same copyright and other proprietary notices that appear on or in the Software. As set forth above, You may not use the Software to develop applications for AutoCAD LT®, DWG TrueConvert™, and DWG TrueView™, as the aforementioned products are nonextensible applications and the use of the Software to develop applications for these products is expressly prohibited by this Agreement.

2. Copyright

Autodesk and its licensors retain title to and ownership of the Software and all copies thereof, and all other rights and interest, including, without limitation, patents, copyrights, trademarks, trade secrets, and other intellectual property rights, in and to the Software and any copies thereof. You have only the limited rights with respect to the Software expressly set forth in this Agreement and You have not other rights, implied or otherwise. The structure, organization, and code of the Software are valuable trade secrets of Autodesk and its licensors and You shall keep such trade secrets confidential. You may use trademarks only to identify printed output produced by the Software, in accordance with accepted trademark practice, including identification of trademark owner's name. Such use of any trademark does not give you any rights of ownership in that trademark. Except as stated above, this Agreement does not grant you any intellectual property rights in the Software.

3. No Warranty

The Software is provided to you "AS IS," and you acknowledge that it may contain errors. Autodesk disclaims any warranty or liability obligations to you of any kind.

EXCEPT FOR THE EXPRESS LIMITED WARRANTIES PROVIDED IN SECTION 3 (IF ANY) HEREOF, AUTODESK AND ITS LICENSORS MAKE AND YOU RECEIVE NO WARRANTIES, EXPRESS OR IMPLIED WITH RESPECT TO THE SOFTWARE. ANY STATEMENTS OR REPRESENTATIONS ABOUT THE SOFTWARE AND ITS FUNCTIONALITY IN THE USER DOCUMENTATION OR ANY COMMUNICATION WITH YOU CONSTITUTE TECHNICAL INFORMATION AND NOT AN EXPRESS WARRANTY OR GUARANTEE. IN ADDITION, AUTODESK AND ITS LICENSORS SPECIFICALLY DISCLAIM ANY OTHER WARRANTY INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. WITHOUT LIMITING THE FOREGOING, AUTODESK DOES NOT WARRANT THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE.

4. Limitation of Liability

IN NO EVENT SHALL AUTODESK OR ITS LICENSORS HAVE ANY LIABILITY FOR ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES; LOSS OF PROFITS, REVENUE, OR DATA; BUSINESS INTERRUPTION, OR COST OF COVER. IN ADDITION, IN NO EVENT SHALL THE LIABILITY OF AUTODESK OR ITS LICENSORS FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SOFTWARE, USER DOCUMENTATION, OR THIS AGREEMENT EXCEED THE AMOUNT PAID OR PAYABLE BY YOU FOR THE SOFTWARE DIRECTLY RESPONSIBLE FOR SUCH DAMAGES. THE LIMITATIONS OF LIABILITY IN THIS SECTION 7 SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW TO ANY DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, WHETHER DERIVED FROM CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE) OR OTHERWISE, EVEN IF AUTODESK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER THE LIMITED REMEDIES AVAILABLE HEREUNDER FAIL OF THEIR ESSENTIAL PURPOSE.

AUTODESK SHALL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER ARISING FROM LOSS OR THEFT OF THE SOFTWARE OR THE MEDIA ON WHICH THE SOFTWARE IS FURNISHED TO YOU. AUTODESK SHALL NOT BE OBLIGATED TO REPLACE ANY LOST OR STOLEN SOFTWARE OR SOFTWARE MEDIA. YOU ARE SOLELY RESPONSIBLE FOR SAFEGUARDING THE SOFTWARE AND THE MEDIA ON WHICH THE SOFTWARE IS FURNISHED AND FOR BACKING UP ANY DATA.

5. Governing Law and General Provisions

This Agreement will be governed by the laws of the State of California, U.S.A., excluding the application of its conflicts of law rules. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. If any part of this Agreement is found void and unenforceable, it will not affect the validity of the balance of the Agreement, which shall remain valid and enforceable according to its terms. You agree that the Software will not be shipped, transferred, or exported into any country or used in any manner prohibited by the United States Export Administration Act or any other export laws, restrictions, or regulations. This Agreement shall automatically terminate upon failure by you to comply with its terms. .

6. Notice to Government End Users

All Software provided to the U.S. Government is provided with the same commercial license rights and restrictions described elsewhere herein.

7. Entire Agreement

This Agreement constitutes the entire agreement between us and supersedes any other previous or contemporaneous communications, agreements, representations, warranties or advertising with respect to the Software. Any modifications to this Agreement shall be invalid, unless made in writing and signed by a duly authorized representative of Autodesk.

<http://usa.autodesk.com/adsk/servlet/item?siteID=123112&id=785550>

Oracle Retail Macro Space Planning Licensing Information, Release 13.2

Copyright © 2010, Oracle and/or its affiliates. All rights reserved.

This software and related documentation are provided under a license agreement containing restrictions on use and disclosure and are protected by intellectual property laws. Except as expressly permitted in your license agreement or allowed by law, you may not use, copy, reproduce, translate, broadcast, modify, license, transmit, distribute, exhibit, perform, publish, or display any part, in any form, or by any means. Reverse engineering, disassembly, or decompilation of this software, unless required by law for interoperability, is prohibited.

The information contained herein is subject to change without notice and is not warranted to be error-free. If you find any errors, please report them to us in writing.

If this software or related documentation is delivered to the U.S. Government or anyone licensing it on behalf of the U.S. Government, the following notice is applicable:

U.S. GOVERNMENT RIGHTS Programs, software, databases, and related documentation and technical data delivered to U.S. Government customers are "commercial computer software" or "commercial technical data" pursuant to the applicable Federal Acquisition Regulation and agency-specific supplemental regulations. As such, the use, duplication, disclosure, modification, and adaptation shall be subject to the restrictions and license terms set forth in the applicable Government contract, and, to the extent applicable by the terms of the Government contract, the additional rights set forth in FAR 52.227-19, Commercial Computer Software License (December 2007). Oracle USA, Inc., 500 Oracle Parkway, Redwood City, CA 94065.

This software is developed for general use in a variety of information management applications. It is not developed or intended for use in any inherently dangerous applications, including applications which may create a risk of personal injury. If you use this software in dangerous applications, then you shall be responsible to take all appropriate fail-safe, backup, redundancy, and other measures to ensure the safe use of this software. Oracle Corporation and its affiliates disclaim any liability for any damages caused by use of this software in dangerous applications.

Oracle is a registered trademark of Oracle Corporation and/or its affiliates. Other names may be trademarks of their respective owners.

This software and documentation may provide access to or information on content, products, and services from third parties. Oracle Corporation and its affiliates are not responsible for and expressly disclaim all warranties of any kind with respect to third-party content, products, and services. Oracle Corporation and its affiliates will not be responsible for any loss, costs, or damages incurred due to your access to or use of third-party content, products, or services.

Value-Added Reseller (VAR) Language

Oracle Retail VAR Applications

The following restrictions and provisions only apply to the programs referred to in this section and licensed to you. You acknowledge that the

programs may contain third party software (VAR applications) licensed to Oracle. Depending upon your product and its version number, the VAR applications may include:

(i) the software component known as **ACUMATE** developed and licensed by Lucent Technologies Inc. of Murray Hill, New Jersey, to Oracle and imbedded in the Oracle Retail Predictive Application Server - Enterprise Engine, Oracle Retail Category Management, Oracle Retail Item Planning, Oracle Retail Merchandise Financial Planning, Oracle Retail Advanced Inventory Planning, Oracle Retail Demand Forecasting, Oracle Retail Regular Price Optimization, Oracle Retail Size Profile Optimization, Oracle Retail Replenishment Optimization applications.

(ii) the **MicroStrategy** Components developed and licensed by MicroStrategy Services Corporation (MicroStrategy) of McLean, Virginia to Oracle and imbedded in the MicroStrategy for Oracle Retail Data Warehouse and MicroStrategy for Oracle Retail Planning & Optimization applications.

(iii) the **SeeBeyond** component developed and licensed by Sun Microsystems, Inc. (Sun) of Santa Clara, California, to Oracle and imbedded in the Oracle Retail Integration Bus application.

(iv) the **Wavelink** component developed and licensed by Wavelink Corporation (Wavelink) of Kirkland, Washington, to Oracle and imbedded in Oracle Retail Mobile Store Inventory Management.

(v) the software component known as **Crystal Enterprise Professional and/or Crystal Reports Professional** licensed by SAP and imbedded in Oracle Retail Store Inventory Management.

(vi) the software component known as **Access Via™** licensed by Access Via of Seattle, Washington, and imbedded in Oracle Retail Signs and Oracle Retail Labels and Tags.

(vii) the software component known as **Adobe Flex™** licensed by Adobe Systems Incorporated of San Jose, California, and imbedded in Oracle Retail Promotion Planning & Optimization application.

(viii) the software component known as **Style Report™** developed and licensed by InetSoft Technology Corp. of Piscataway, New Jersey, to Oracle and imbedded in the Oracle Retail Value Chain Collaboration application.

(ix) the software component known as **DataBeacon™** developed and licensed by Cognos Incorporated of Ottawa, Ontario, Canada, to Oracle and imbedded in the Oracle Retail Value Chain Collaboration application.

You acknowledge and confirm that Oracle grants you use of only the object code of the VAR Applications. Oracle will not deliver source code to the VAR Applications to you. Notwithstanding any other term or condition of the agreement and this ordering document, you shall not cause or permit alteration of any VAR Applications. For purposes of this section, "alteration" refers to all alterations, translations, upgrades, enhancements, customizations or modifications of all or any portion of the VAR Applications including all reconfigurations, reassembly or reverse assembly, re-engineering or reverse engineering and recompilations or reverse compilations of the VAR Applications or any derivatives of the VAR Applications. You acknowledge that it shall be a breach of the agreement to utilize the relationship, and/or confidential information of the VAR Applications for purposes of competitive discovery.

The VAR Applications contain trade secrets of Oracle and Oracle's licensors and Customer shall not attempt, cause, or permit the alteration, decompilation, reverse engineering, disassembly or other reduction of the VAR Applications to a human perceivable form. Oracle reserves the right to replace, with functional equivalent software, any of the VAR Applications in future releases of the applicable program.

