Oracle® Retail Macro Space Planning

Licensing Information

Release 5.4.027.1

January 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 Management and In-store Space Collaboration installation media:

- Oracle® Database 9*i* or 10*g* (http://www.oracle.com)

- Microsoft SQL Server 2000 Service pack 4 or SQL Server 2005 (http://www.microsoft.com)

- Autodesk® AutoCAD® Map 3D 2007, 2008, or 2009 (http://www.autodesk.com)

- Microsoft .NET Framework Version 2.0 (http://www.microsoft.com)

- Microsoft Data Access Components (MDAC) 2.8 or higher (http://www.microsoft.com)

- Microsoft Visual Basic 6.0 Common Controls (http://www.microsoft.com)

Third Party Softwares and Licenses

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

- **Software Name:** ImageXpress

    - **Software Provider:** Pegasus Imaging Corporation

    - **Provider Web Site:** http://www.pegasusimaging.com/imagxpress.htm

- **Software Name:** Spread

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- **Software Provider:** FarPoint Technologies, Inc.

- **Provider Web Site:**
  http://www.fpoint.com/products/spread/spread.aspx

- **Software Name:** True DBGrid version 5 (part of the Studio Enterprise for WinForms)

  - **Software Provider:** ComponentOne, LLC

  - **Provider Web Site:**
    http://www.componentone.com/SuperProducts/TrueDBGridWinForms/

- **Software Name:** ObjectARX

  - **Software Provider:** Autodesk, Inc.

  - **Provider Web Site:**
    http://usa.autodesk.com/adsk/servlet/index?siteID=123112&id=773204

Object ARX License and Download Agreement

For AutoCAD 2009, AutoCAD 2008, AutoCAD 2007, and AutoCAD 2006.

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® 2009, AutoCAD® 2008, AutoCAD® 2007, and AutoCAD® 2006 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.

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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.

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Some states or jurisdictions do not allow the exclusion or limitation of incidental, consequential, or special damages, or the exclusion of implied warranties or limitations on how long an implied warranty may last, so the above limitations may not apply to you.

4. 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.

5. Notice to Government End Users

If this product is acquired under the terms of a GSA contract: use, reproduction, or disclosure is subject to the restrictions set forth in the applicable ADP Schedule contract; DOD contract: use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of 252.227-7013; Civilian agency contract: use, reproduction, or disclosure is subject to 52.227-19(a) through (d) and restrictions set forth in the accompanying end-user agreement.

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

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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.

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