**Retail Pro**

**Custom Programming Statement of Work**

**Under Armour**

**B1 Simplification Interface**

**B1 …**

**Professional Services #**

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Retail Pro International, LLC

400 PLAZA DRIVE

SUITE 200

FOLSOM, CA 95630 USA.

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**Revision History**

**修正历史**

|  |  |  |
| --- | --- | --- |
| **Date** | **Version** | **Description** |
| 9/29/2017 | 1.0 | Initial document 初始文档 |
| 10/4/2017 | 1.0.1 | Updated voucher discrepancy to have M or P at the end of the SID |
| 10/29/2017 | 1.0.2 | Add automated email response during exceptions. |
|  |  |  |
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**Objective 前言**

Retail Pro will create an interface to communicate with B1 using an intermediary database (Staging Table) that is shared between Retail Pro and B1. The staging tables will be hosted on a MS SQL Database that is maintained by B1.

### Data sent from Retail Pro to B1

Retail Pro will look up the oracle database in HQ server, and post the transactions into the staging tables. B1 will update their system using data from the staging table. Retail Pro will post the following transactional data:

* Slip
* Sales
* Quantity adjustments
* Discrepancies when receiving goods from B1 ASNs
* Goods returns to warehouse

Additionally, Retail Pro will update the new total cost of every inventory of every store into the staging table. This happens once at the end of every season, where Under Armour will revise their costs.

### Data sent from B1 to Retali Pro

Item Master (No action needed)

B1 will create Inventory.xml and send these xml to Retail Pro ECM to process in. There is no action needed for this interface.

Vouchers (No action needed)

When stores receive goods from ASN Vouchers sent by B1, there may be discrepancies between the sent quantity and the received quantity. B1 will correct the inventory quantity at store by sending either a receiving voucher or a return voucher xml file for Retail Pro ECM to process in. There is no action needed for this interface.

Cost Update

B1 will update their costs into the staging table. Interface will fetch and compare the costs against the ones in Retail Pro (subsidiary 1 only). Interface will create an Inventory.xml to update the new costs in to Retail Pro.

### Others

Although not directly related to the interface, Under Armour wishes to purge UDF\_10 values from the oracle database altogether. The value already exists in description1. It is also different for nearly every item, and takes up a considerable amount of resources maintaining it, as well as affects the database reporting performance speed. Retail Pro technician will first back up the database, then delete all the udf\_10 values in the database.

Under Armour also wishes to remove their subsidiaries 2 to 6, and shift the stores into subsidiary 7 instead. The implementation details of this endeavor is out of scope of this statement of work.

**Requirements 需求**

Retail Pro Interface will send the following information to IF-DB:

* SLIP
* ADJUSTMENT
* INVOICE
* RECEIVING\_DISCREPANCY
* RETURN\_VOUCHER

Retail Pro Interface will read the following information from IF-DB and update them in Rpro HQ server.

* Changes to Inventory cost
* Item master

Note: For return\_voucher, Retail Pro may need to post multiple records pertaining to the same voucher document. RPRO-IF will wrap the updates with a transaction to prevent incomplete updates due to network issues.

## Retailpro\_SLIP

|  |  |  |
| --- | --- | --- |
| **Table Name** | **Remarks** | **Sample Value** |
| SLIP\_SID | “SLP” + slip\_sid | SLP137897598151 |
| SLIP\_Date | YYYYMMDD format | 20170801 |
| FromStore | 3-character with ‘0’ padding | 001 |
| FromSBS | Integer | 1 |
| ToStore | 3-character with ‘0’ padding | 002 |
| ToSBS | Integer | 2 |
| SLIP\_Value | Total Cost | 588.12 |
| Comments | Comment1 only | 50 characters max. Truncate the rest. |
| B1\_Status | B1 field | - |
| B1\_DocDate | B1 field | - |
| B1\_DocEntry | B1 field | - |
| B1\_ObjType | B1 field | - |
| ErrMsg | B1 field | - |

Notes:

## SALES

Sales will require two tables. One for posting to B1, one for Mapping which will be maintained by Retail Pro.

Note: It is important to check for invc\_type = 2 when deciding if the invoice is a sales invoice or a return invoice. A sales invoice can have negative quantity, but a return invoice will only have positive quantities.

Reference SQL: CASE WHEN INVC.INVC\_TYPE=2 THEN ITEM.QTY \* -1 ELSE ITEM.QTY END

### Retailpro\_SALES

|  |  |  |
| --- | --- | --- |
| **Table Name** | **Remarks** | **Sample Value** |
| SID | INV+SID of any invoice in the group + P or M depending on Sign | INV75382785716789P or  INV75382785716789M |
| Date | YYYYMMDD format | 20171021 |
| StoreCode | 3-character with ‘0’ padding | 001 |
| Subsidiary | Subsidiary number (Integer) | 1 |
| CardCode | Glob\_store\_code field | C00033 |
| Sign | ‘Plus’ or ‘Minus’ depending on whether the total cost of the division is positive, or negative | Plus  Minus |
| TotalCost | Absolute value of the cost (must be positive. If calculated value is negative, sign should be ‘Minus’ and value should be positive) | 162.12 |
| TotalNetSales | Price without tax after discount (include global discount removal) | 1412.11 |
| Division | Division value of inventory item | 101  102  104 |
| B1\_Status | B1 field | - |
| B1\_DocEntry | B1 field | - |
| ErrMsg | B1 field | - |

### Grouping

Interface will calculate the total positive costs, total negative costs for every division (101, 102, 104) for every store for the day. If a store has an exchange transaction, one with -1000 and one with 1000 cost value, then two records will be inserted (a plus and a minus).

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Date** | **Store** | **Division** | **Calculated Value** | **TotalCost** | **Sign** | **SID** |
| 20170101 | A | Accessories | 1090 | 1090 | Plus | INV123P |
| 20170101 | A | Accessories | -1400 | 1400 | Minus | INV123M |
| 20170101 | A | Footwear | 1850 | 1850 | Plus | INV123P |
| 20170101 | A | Footwear | -1410 | 1410 | Minus | INV123M |

### Retailpro\_SALES\_SYNC Table

|  |  |  |
| --- | --- | --- |
| **Table Name** | **Remarks** | **Sample Value** |
| Invc\_sid | SID of Invoice in Retail Pro |  |
| SID | INV+SID of any invoice in the group | INV75382785716789 |
| Processed | Y for yes, N for No | Y or N |
| Date | YYYYMMDD format | 20171021 |
| StoreCode | 3-character with ‘0’ padding | 001 |
| Subsidiary | Subsidiary number (Integer) | 1 |
| CardCode | Glob\_store\_code field | C00033 |
| TotalCost | Absolute value of the cost (must be positive. If calculated value is negative, sign should be ‘Minus’ and value should be positive) | 162.12 |
| TotalNetSales | Price without tax after discount (include global discount removal) | 1412.11 |
| Division | Division value of inventory item | 101  102  104 |

Values at sales\_sync table are inserted at invoice level, split by division. Once all the values are inserted, the aggregate values can be directly inserted into SALES table by means of (INSERT INTO… SELECT FROM) SQL. The interface will then change the processed value from ‘N’ to ‘Y’.

## RetailPro\_ADJUSTMENT

|  |  |  |
| --- | --- | --- |
| **Table Name** | **Remarks** | **Sample Value** |
| ADJ\_SID | ADJ+SID of any invoice in the group | ADJ75382785716789 |
| ADJ\_DATE | YYYYMMDD format | 20171021 |
| StoreCode | 3-character with ‘0’ padding | 001 |
| Subsidiary | Subsidiary number (Integer) | 1 |
| Sign | ‘Plus’ or ‘Minus’ depending on whether the total cost of the division is positive, or negative | Plus  Minus |
| CardCode | Glob\_store\_code value | C00033 |
| Trans\_Type | Hardcoded default value | TBC |
| Division | Division value of inventory item | 101  102  104 |
| TotalValue | Absolute value of the cost (must be positive. If calculated value is negative, sign should be ‘Minus’ and value should be positive)  If the totalValue results in a 0, the interface will still post the adjustment into the staging table, but flag the B1status as ‘Y’ such that B1 will ignore it. | 162.12 |
| Reason | Creating\_doc\_type for Adjustment.  1 (Physical Inventory) = PI  7 (Inventory) = Manual  8 (Manual Memo) = Manual  9 is not acceptable as reversing/reversed documents should be filtered out.  Additionally, if adj\_reason\_name is ‘Uniform’, then this value should be Uniform instead. | Manual  PI  Uniform |
| Comments | Comment1 only | 50 characters max. Truncate the rest. |
| B1\_Status | B1 field | - |
| B1\_DocDate | B1 field | - |
| B1\_DocEntry | B1 field | - |
| B1\_ObjType | B1 field | - |
| ErrMsg | B1 field | - |

## Retailpro\_Return

|  |  |  |
| --- | --- | --- |
| **Table Name** | **Remarks** | **Sample Value** |
| VOU\_SID | VOU+SID of any invoice in the group | VOU75382785716789 |
| VOU\_DATE | YYYYMMDD format | 20171021 |
| StoreID | 3-character with ‘0’ padding | 001 |
| Subsidiary | Subsidiary number (Integer) | 1 |
| Sign | ‘Plus’ or ‘Minus’ depending on whether the total cost of the division is positive, or negative | Plus  Minus |
| ALU | ALU of Voucher line item |  |
| Quantity | Quantity of Voucher line item | 2 |
| Quantity | Absolute value of the quantity (must be positive. If calculated value is negative, sign should be ‘Minus’ and value should be positive) | 2 |
| LineNum | Line number of voucher line item. As B1 line number starts from 0 whereas Retail Pro line numbering starts from 1, the interface will need to reduce Retail Pro’s line number by 1 to match B1. | 0 |
| Division | Division value of inventory item | 101  102  104 |
| Vend\_Code | ‘SFS’ return or Normal return. | UA |
| Reason | Reason value field |  |
| B1\_Status | B1 field | - |
| B1\_DocDate | B1 field | - |
| B1\_ObjType | B1 field | - |
| ErrMsg | B1 field | - |

Note:

* For future goods receiving at store, the line items in the vouchers will not be consolidated. For example, if three items of the same ALU are received in a voucher, it will be recorded as three lines, each line containing only a quantity of 1. The interface will need to sum the items by their ALU values.

## Retailpro\_Discrepancy

|  |  |  |
| --- | --- | --- |
| **Table Name** | **Remarks** | **Sample Value** |
| VOU\_SID | VOU+SID of any invoice in the group + P or M depending on the sign field. | VOU75382785716789P  VOU75382785716789M |
| VOU\_DATE | YYYYMMDD format | 20171021 |
| StoreID | 3-character with ‘0’ padding | 001 |
| Subsidiary | Subsidiary number (Integer) | 1 |
| Sign | ‘Plus’ or ‘Minus’ depending on whether the cost of the line item is positive, or negative | Plus  Minus |
| ALU | ALU of Voucher line item |  |
| Quantity | Absolute value of the quantity (must be positive. If calculated value is negative, sign should be ‘Minus’ and value should be positive) | 2 |
| Value | Absolute value of the cost (must be positive. If calculated value is negative, sign should be ‘Minus’ and value should be positive)  Should be calculated by the quantity | 162.12 |
| Division | Division value of inventory item | 101  102  104 |
| Comments | Comment1 only | 50 characters max. Truncate the rest. |
| B1\_Status | B1 field | - |
| B1\_DocDate | B1 field | - |
| B1\_DocEntry | B1 field | - |
| ErrMsg | B1 field | - |

Note:

* Only for vouchers from ASN.
* Not from transfer slips (slip\_flag = 0)
* B1 automatically treats any item sent to store as fully received. This discrepancy table is used by B1 to keep track of any differences. B1 will then send either a return or receiving voucher to Retail Pro to adjust the store quantities in Retail Pro if necessary. The interface will filter out these receiving vouchers to prevent double-posting to B1.

## Store Full Sync

At the end of every season, B1 will need to update their cost differences. Since B1 no longer tracks inventory in Retail Pro, the interface will fetch the total cost of every store and post them in the staging table. B1 will take these values, compare them with their internal cost values, and post the difference as journal entries in B1.

|  |  |  |
| --- | --- | --- |
| **Table Name** | **Remarks** | **Sample Value** |
| StoreCode | 3-character with ‘0’ padding | 001 |
| Subsidiary | Subsidiary number (Integer) | 1 |
| Value | Quantity \* Inventory Cost of all items | 522.15 |
| Post\_Date | YYYYMMDD format | 20171021 |
| B1\_Status | B1 field | - |
| B1\_DocDate | B1 field | - |
| B1\_DocEntry | B1 field | - |
| ErrMsg | B1 field | - |

Note:

This interface will have to be triggered manually. Before it calculates the cost difference, it will need to check for any unverified slips and ASN vouchers that have not been received. If any of these two exists, the interface will display a report in a UI Form. The user can choose to continue with the update, or not.

## ITEM COST

1. Interface read BES\_Tnotification table for cost, item\_sid
2. Interface read Inventory table for cost
3. Interface compares cost values against the ones in Retail Pro.
4. Interface creates Inventory.xml based on the difference.
5. Interface triggers ECM to update the inventory.xml.
6. Interface compares cost values again for discrepancies.
7. If there are discrepancies, Interface will generate an excel report in a specified folder location. Interface will also send an email to a specified recipient to inform about the discrepancy.

A sample format for the Inventory.xml is as below:  
 <INVENTORYS>

<INVENTORY>

<INVN item\_sid="100000156625" modified\_date="2017-05-24T16:46:22-04:00" />

<INVN\_SBS sbs\_no="1" cost="32.75">

</INVN\_SBS>

</INVENTORY>

<INVENTORY>

<INVN item\_sid="100000156624" modified\_date="2017-05-24T16:46:22-04:00" />

<INVN\_SBS sbs\_no="1" cost="44.10">

</INVN\_SBS>

</INVENTORY>

</INVENTORYS>

</DOCUMENT>

## Error Logs

A table will be created in Retail Pro for logs. Every time the interface is run, it will update on a table in Retail Pro. This information will be displayed in the Graphical User Interface (GUI) when the interface GUI is launched. Users can choose to re-run for any table based on date range. There is no need to select which specific items to run, as the interface will rely on the sync tables and IF-DB tables to determine which items to send.

Any time an exception occurs, an email will be sent to a recipient specified in the interface settings to notify the issue.

## Automation

The interface will be able to read in following parameters in the command line for scheduling:

* Table name
* Date / date range (to be discussed)

Example: b1Interface.exe sales today

**Assumptions 前提条件**

The assumptions about this customization are as follows:

该需求的前提条件如下：

* B1 will create and maintain database structure. Retail Pro Interface will only insert and update the records into the tables. Retail Pro will not have permission to change the table structures. If this step is necessary, B1 has to do it.
* If any item in a document has cost of 0, interface will not push the values for that document.
* Interface will check against the existing records in staging table such that the same document does not get pushed again.
* The interface will provide a “Number of Days” setting to determine how many days’ history that the interface needs to lookup for the associated document.
* The interface will use inventory cost for all cost calculation, not the cost in the document line item.
* Retail Pro will only allow users to reverse documents on the same day the documents are created. This will be controlled in the permission settings in Retail Pro. The interface should check that the documents are not reversing or reversed documents.
* All price/cost values in B1 staging table are fixed at two decimal places. Retail Pro will need to round up the values.
* Due to the need for Interface to trigger ECM in Item Cost feature, the interface application file will have to be placed in the same machine that runs the ECM.
* Under Armour will provide the email server account for sending of emails.

**Design Notes**

|  |  |
| --- | --- |
| **Tables** | **Steps** |
| **SLIP**  **ADJUSTMENT**  **RETURN VOUCHER**  **RECEIVE DISCREPANCY** | 1. Fetch the SIDs from from Staging Table. 2. Fetch data from Retail Pro. 3. Filter out the SIDs from Retail Pro data. 4. a) If document has any line items with zero cost, post the document SID and line item ALU in log table.   b) Else, post the data into staging table.   1. Update Log table on success/exceptions during the run. |
| **SALES\_SYNC**  **SALES** | 1. Fetch distinct invc\_sid from SALES\_SYNC table. 2. Fetch invc\_sid, alu, store\_no, sbs\_no, inventory.cost \* invc\_item.qty, calculated net sales from Retail Pro. 3. Filter out the results against the ones fetched in step 1. 4. Group the results that have the same store\_no, sbs\_no, created\_date values. Pick one of the invoice\_sid in the group to be the SID. 5. Insert the results into SALES\_SYNC table. 6. Open Transaction. 7. Insert into SALES table Values from SALES\_SYNC group by SID. 8. Update SALES\_SYNC process value to ‘Y’ 9. Commit Transaction. 10. Update log table on success/exception. |
| **ITEM COST** | 1. Fetch all cost records from staging table. 2. Fetch all cost records from Retail Pro (sbs\_no=1 only). 3. Filter out the records that are different between 1 and 2. 4. Create inventory.xml 5. Update log table on success/exception. |
| **COST DIFFERENCE** | 1. Fetch records from Retail Pro where ASN vouchers have not been received. 2. Fetch records from Retail Pro where slips are unverified. 3. Display results in 1 and 2 in GUI form. 4. User chooses to continue. 5. Fetch sum(invn.cost \* item.qty) per store in Retail Pro. 6. Update values in to staging table. |

**Deliverables 交付件**

The following deliverables will be provided to the client:

*以下交付件将提供给客户:*

|  |  |
| --- | --- |
| **Deliverable** | **Description** |
| Interface | The interface as described in this document. |
|  |  |
|  |  |

**Delivery Estimation 交付期**

Delivery of this type of customization can usually be accomplished within **30** business days after signing of this SOW. Once the SOW has been signed by the client and the initial deposit (if a deposit is required) has been received, a more precise delivery date will be provided. Please note that this is only an estimate of the delivery date.

客户化程序将于SOW签订的**30** 个工作日内交付. 一旦 SOW 客户签字确认及首付款收到,将提供更准确的交付日期.注意这仅仅是预估的交付日期.

**Accounts Receivable Policy and Credit Terms 应收帐政策及信用条款**

**Terms**

**条款**

All invoices for Parties granted credit terms by RPI will have a payment term of Net 30 from the invoice date. In situations where extended payment terms are negotiated and offered to specific Parties and approved by RPI, we will honor the approved extended terms for that Party and invoice(s) and not apply the “late terms” below until after the extended payment terms have expired. Invoices with an extended term must be negotiated prior to the SOW being signed and the specific terms must be described in this SOW.

所有发票信用条款将由Retail Pro International, LLC (RPI) 授权，并且支付条款为发票日期后30天内。对于延长支付条款都是需要协商并通过RPI审核，在宽限日过期前，我们很乐意放宽条款而不会仅应用下面的“延期支付条款”。发票延期付款前提是在SOW签订情况下而且必须要在SOW中被描述.

**Payment Options** –Payments to RPI may be made using the following options:

1. Check or cashier’s check (for no fee)

2. Wire or ACH (please instruct your bank to pay fees)

3. Credit card (a 3% fee will apply)

**Application of Payments**

**支付的应用**

If remittance detail containing RPI’s invoice number accompanies payment, RPI will apply the payment accordingly. Otherwise, RPI will apply all payments against the oldest invoice first, until the account is up to date.

**汇款通知单里需要包含了RPI的发票号码，以方便RPI知道是哪笔款项。**

**Late payments:**

**延期付款**

**Invoices unpaid after 30 days**

**发票开具的30天后未付款**

All invoices unpaid after 30 days (and beyond) from the original invoice date will accrue interest at the rate of 1.5% per month or the maximum amount allowed by law, reckoned as of the invoice date. These finance charges will not be waived and any unpaid finance charges will be considered unpaid invoices affecting credit terms under this policy.

根据原始发票日期30天后未付款的，每月收取合同额1.5%的滞纳金。该政策将强制执行。滞纳金不可转移，并且未支付该费用的情况将会影响信用。

**Invoices unpaid after 45 days**

**发票开具的45天后未付款**

(Applicable to Retail Pro Business Partners as “Client” Only) Accounts that are unpaid after 45 days will have their credit terms revert to 150% prepay on all orders, and all commissions and over-payments will be offset against amounts due – beginning with the oldest invoice first.

45天后仍未付款将会影响信用，需要预付150%的订金，利息将根据上面的条款递增

**Invoices unpaid after 60 days**

**发票开具的60天后未付款**

(Applicable to Retail Pro Business Partners as “Client” Only) Any invoices remaining unpaid after 60 days shall result in a suspension of ordering privileges and potential reporting to credit agencies. Business Partners with unpaid invoices after 60 days will not be entitled to use the RPI Quarterly Sales Promotions or Corporate Discounts until their account is current. All invoices unpaid after 60 days will continue to accrue interest as described above.

所有发票60天后仍未付款的将会根据上面条款计息 60天后仍未付款的将被暂停订购产品并报告给信贷机构.

60天后未付款的机构将无法享受RPI的销售促销及折扣，直到账户结清

**Invoices unpaid after 90 days**

**发票开具的90天后未付款**

(Applicable to Retail Pro Business Partners as “Client” Only) Parties that have unpaid invoices after 90 days from the original invoice date will not be entitled to use RPI Support until their account is current.

90天后仍未付款的将失去RPI支持，直到账户结清

**Invoices unpaid after 120 days**

**开具发票120天后未付款**

(Applicable to Retail Pro Business Partners as “Client” Only) Parties that have unpaid invoices after 120 days from the original invoice date may incur any or all of the following penalties, at RPI’s discretion.

. 120天后仍未付款的将按照RPI相关规定处罚：

* Loss of payment terms (elimination of credit terms; prepay only)

失去支付宽限 (只能提前支付)

* Termination

中断合作

**Maximum Open Balance**

**最大期初余额**

(Applicable to Retail Pro Business Partners Only) The maximum open account balance for any Party is $200,000 USD. RPI will notify Parties once their open account balance exceeds $150,000 USD. Parties are required to pay down their open balance to accommodate new orders and remain below the $200,000 limit. Parties that have an open balance of $200,000+ will be put on pre-pay status until their balance is below the maximum limit.

对于任何组织最大期初余额为20万美金. RPI将通知期初超过15万美金的组织. 组织机构将被要求降低期初余额去接收新订单，但仍保持20万美金限制. 超过20万美金的将被平衡低于最大限制.

If you have specific questions regarding these terms please contact us at [**finance@retailpro.com**](mailto:finance@retailpro.com)

如果对这些条款有任何问题，请联系**finance@retailpro.com**.

**Quote 报价**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Project 项目** | | **PS# - B1 Simplification Interface 礼券验证插件** | | | |
| **Task**  **任务** | **Description 工作描述** | | **Estimated Man Days**  **估计人天** | **Rate**  **率** | **Estimated Amount**  **估计小计** |
| 1 | Basic Interface features | | 13 | $800.00 | $10,400 |
| 2 | Automated email response | | **1** | $800.00 | $800 |
| 3 | Actual Testing/Deployment/Troubleshooting not covered in this SOW. It will be separately charged. | | **-** | - | - |
| 4 |  | |  |  |  |
| **Total Estimated Amount 估计总金额** | | | | | **USD $11,200** |

***Notes:***

***注意：***

A minimum of four hours will be charged even if less than four are used.

Please note that 50% of the estimated amount will be billed upon the acceptance of this agreement, while the remaining 50% will be billed upon Delivery of the Product.

Final cost will be based upon actual hours required to complete the required tasks.

- If the actual hours are less than the estimated hours, the final amount to be billed will be adjusted to reflect the actual hours.

- If at any time we believe the estimated hours will be exceeded, we will promptly inform you of our revised estimate as well as the reason(s) for the adjustment before continuing work on the project. In that way, if adjustments to the project scope need to be made to maintain the budget, they can be accomplished with minimal disruption to the project schedule.

Development will not begin until RPI has received the initial deposit. The Custom Programming Fee and Delivery are subject to change if this Statement of Work is not accepted within 15 business days of delivery of this SOW to the client.

The Custom Programming Fee and delivery are subject to change if this SOW is not accepted within 10 business days of delivery of this SOW to the Client or if the initial deposit is not received in a timely manner.

RPI will continue to fix defect issues for no additional charge to Client for 3 calendar months following final delivery (the “Time Limit”), where said issues are defined as the work product delivered under this SOW materially conflicting with the work as defined in this SOW where the existence of said conflict is to be determined in RPI’s sole and absolute discretion. Said final delivery to be designated as such by RPI via a written communication to the Client Contact Name, or any person so designated by said contact. Additionally, any change requests to the work as defined in this SOW will be subject to additional quotation and charges at RPI’s sole and absolute discretion.

PLEASE NOTE THAT ANY ISSUE, DEFECT, CHANGE REQUEST OR CLAIM WHATSOEVER REGARDING THE PERFORMANCE OF THE WORK DETAILED IN THIS SOW THAT IS REPORTED AFTER THE AFOREMENTIONED TIME LIMIT SHALL BE SUBJECT TO RPI’S THEN CURRENT RATES FOR PROVIDING SUCH SERVICES AND NO OTHER WARRANTY WHATSOEVER SHALL APPLY THEREINAFTER.

**General Terms**

* **Limitation of Liability.** IN NO EVENT WILL EITHER PARTY (OR, IN THE CASE OF RPI, ADDITIONALLY ITS LICENSORS) BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES; OR DAMAGES FOR LOSS OF PROFITS, REVENUE, BUSINESS, SAVINGS, DATA, USE OR COST OF SUBSTITUTE PROCUREMENT, INCURRED BY EITHER PARTY OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES ARE FORESEEABLE. NOTWITHSTANDING ANYTHING IN THIS SOW (OR “AGREEMENT”) TO THE CONTRARY, RPI’S AGGREGATE LIABILITY FOR DAMAGES HEREUNDER WILL IN NO EVENT EXCEED THE AMOUNT OF FEES PAID BY CLIENT TO RPI REGARDING THE SUBJECT MATTER OF THIS AGREEMENT FROM THE EFFECIVE DATE UNTIL THE DATE OF THE CLAIM OR DURING THE IMMEDIATELY PRIOR 12 MONTH PERIOD, WHICHEVER PERIOD IS SHORTER. THE PARTIES ACKNOWLEDGE THAT THE LIMITATIONS OF LIABILITY IN THIS SECTION AND IN ANY OTHER PROVISIONS OF THIS AGREEMENT, AND THE ALLOCATION OF RISK HEREIN, ARE AN ESSENTIAL ELEMENT OF THE BARGAIN BETWEEN THE PARTIES, WITHOUT WHICH RPI WOULD NOT HAVE ENTERED INTO THIS AGREEMENT.
* **Choice of Law.** This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the state of California, without giving effect to its rules governing conflict of laws. Any controversy or claim arising out of or relating to this Agreement or the breach thereof, shall be adjudicated in a court of competent jurisdiction located in Sacramento County, California.
* **Severability and Waiver.** If any provision of this Agreement is held to be illegal, invalid or otherwise unenforceable, such provision will be enforced to the extent possible consistent with the stated intention of the parties, or, if incapable of such enforcement, will be deemed to be severed and deleted from this Agreement, while the remainder of this Agreement will continue in full force and effect. The waiver by either party of any default or breach of this Agreement will not constitute a waiver of any other or subsequent default or breach.
* **No Assignment.** Client may not assign, sell, transfer, delegate or otherwise dispose of, whether voluntarily or involuntarily, by operation of law or otherwise, this Agreement or any rights or obligations under this Agreement without the prior written consent of RPI. Any purported assignment, transfer or delegation by Client shall be null and void. Subject to the foregoing, this Agreement will be binding upon the parties and their respective successors and assigns.
* **Entire Agreement.** This Agreement constitutes the complete agreement between the parties and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter of this Agreement. This Agreement may not be modified or amended except in a writing signed by a duly authorized representative of each party; no other act, document, usage or custom will be deemed to amend or modify this Agreement.
* **Independent Parties.** The parties to this Agreement are independent contractors, and nothing contained in this Agreement shall be construed as creating an agency or employment relationship between Client and RPI.

Client:

Client Representative Name Client Representative Title

Client Representative Signature Effective Date