

Oracle Retail Professional Services Services Descriptions

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Oracle Retail Stores Support Services Standard (EMEA Only)

Part Number: B93446

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Part Number: B93448

Oracle Retail Stores Support Services Holiday (EMEA Only)

Part Number: B93449

1. Description of Services

- A. You have ordered the quantity of hour(s) identified in Your order of the Oracle Retail Point of Service Support Services related to Your Oracle Retail Point of Services production environment (the “Environment”) which Services may include assistance with any of the following:
1. Install a new software update package (“SUP”) for the Environment in Your head office and or/Stores.
 2. Identify and conduct required configuration changes to the Environment.
 3. Convert data produced by the Environment into a requested format.
 4. Verify the configuration changes (if necessary, corrective manual measures and configuration changes are carried out) in the Environment.

2. Your Obligations and Project Assumptions

In addition to the obligations and assumptions stated in Your order, You acknowledge that Oracle’s ability to perform the Services depends upon Your fulfilment of the following obligations and the following project assumptions:

A. Your Obligations

1. Maintain the properly configured hardware/operating system platform to support the Services.
2. Obtain licenses under separate contract for any necessary Oracle software and hardware programs before the commencement of Services.
3. Maintain annual technical support for the Oracle software and hardware with access to software patches and updates made available by Oracle under separate contract throughout the term of the Services.
4. Provide Oracle with full access to the relevant documentation and the functional, technical, and business resources with adequate skills and knowledge to support the performance of Services.
5. Provide any notices, and obtain any consents, required for Oracle to perform Services.
6. Limit Oracle’s access to any production environments or shared development environments to the extent necessary for Oracle to perform Services.
7. If while performing Services Oracle requires access to other vendor’s products that are part of Your system, You will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on Your behalf

8. Prior to the commencement of Services, perform back-up copies of all software and data contained on all hardware systems(s), and within any of Your systems or equipment that may be affected by the Services.
9. Prior to the commencement of Services, inform Oracle of any equipment or environment modifications that may affect Oracle's performance of the Services.
10. Provide complete and accurate information to Oracle regarding the hardware, including, without limitation, the serial number for the hardware, where applicable.
11. Provide Oracle resources with remote access to Your systems and environments required for such Services, using an Oracle-defined standard virtual private network or an Oracle Web Conference or similar, agreed-upon third-party web conferencing application (collectively, "remote access tools"), including by: (a) installing the remote access tools prior to the commencement of Services and maintaining them for the duration of the Services (e.g., by acquiring any equipment and performing labor) to ensure all components of Your Oracle software environment are accessible and in compliance with all Oracle's requirements; and (b) obtaining all rights to use the remote access tools for all Oracle resources providing remote Services. You acknowledge and agree that: (i) Oracle is not responsible for network connections or any related problems, such as bandwidth issues, excessive latency, network outages, or any performance or other conditions caused by an internet service provider or the network connections; and (ii) all terms and conditions applicable to any third-party web conferencing application shall have no force or effect whatsoever.
12. The data conversion described in Section 1.A.3 will be performed based upon data designated by You and provided to Oracle through a secure file transfer mechanism such as Oracle's SFTP site or through a physical medium sent to a mutually agreed location. Data that has not been made available there will not be transformed.

B. Project Assumptions

1. You understand and acknowledge that Oracle shall only provide the Services to You for up to the total hour(s) purchased in Your order and You must use the Services within six (6) months ("Professional Services Period") of Your signature on the order. Services that are not used within the Professional Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other Services, for any unused portion of the fees paid for any unused person days. In order for Oracle to provide additional Services, or to perform the Services after the Professional Services Period, Oracle and You must mutually agree upon a separate order for such Services.
2. No more than eighty (80) SKU units (i.e. eighty (80) hours of services shall be purchased in a single order).
3. All Services will be conducted remotely.
4. Oracle may deliver Services during the following work shifts as specified in Your order:
 - a. "Standard Business Hours" Hours between 8:00 am and 5:00 pm in the time zone of Your site and/or location the Services are to be performed.
 - b. "Extended Business Hours" Hours between 5:01 pm and 7:59 am in the time zone of Your site and/or location the Services are to be performed.
 - a. "Weekend" Hours beginning on Saturday 8:01 am in the time zone of Your site and/or location the Services are to be performed and ending on Monday at 7:59 am.
 - c. "Holiday" Hours at any time on any public holiday (as authorized by applicable law) in the time zone of Your site and/or location the Services are to be performed.
5. The party's project managers will mutually agree prior to delivery of the Services to define details such as the effected systems / stores and execution schedule.

6. The following are not included in the scope of, or estimated fees for, Services under this order:
 - a. Implementing any new functionality in Your Oracle Point of Service environment
 - b. Conducting any discovery or specification activities for new functionality of the Environment.
 - c. Configuration changes that require modifications at program source code level or recompilation of the Environment.
 - d. Modification of the SUP as described in Section 1 above.
 - e. Anything not expressly identified in Section 1 above.

3. Project Management

You and Oracle each agree to designate a project manager who shall be responsible for coordinating its activities under this order. You and Oracle each shall direct all inquiries concerning the Services to the other party's project manager. Your project manager shall have the authority to approve Services on Your behalf. Oracle's project manager shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

4. Expenses

In addition to the service fees listed in this order for Consulting Services, Oracle will invoice You for travel and out-of-pocket expenses, if any, related to the performance of Services.

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