Construction & Engineering Global Business Unit
Service Descriptions and Metrics

February 12, 2018
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100,000 of Project Value is defined as the cost for a Project, in 100,000 increments, that is managed through the Cloud Service over the duration of the Project.

Aggregate Annual Construction Value in Millions is defined as the annual total construction value for all Projects (in Millions) managed by the Cloud Service.

Construction Project Value in Millions is defined as the cost for a Construction Project in millions that is managed through the Cloud Service over the duration of the Construction Project.

Contract is defined as a formal and legally binding agreement to provide goods or services as part of a Project. Parties within a Project can have multiple Contracts covering different areas of scope on the same Project.

Contract Value is defined as the value of the Contract entered into the Oracle Cloud Service by a General Contractor, plus any change orders that may increase or decrease the initial Contract Value, accepted by the Subcontractor for services performed over duration of a Project. However, if the Contract Value so computed is less than the amount of the Contract that has not been paid as of the date of its entry into the Oracle Cloud Service, then the Contract Value shall equal the amount of the Contract that has not been paid as of such date. The Contract Value excludes any amounts paid before the Contract was added to the Oracle Cloud Service.

Customer is defined as the customer entity specified on an order. The application may not be used or accessed for the business operations of any third party, including but not limited to external customers, partners, contractors, or affiliates.

Hosted Environment is defined as the combination of hardware and software components owned, licensed or managed by Oracle to which Oracle grants You and Your Users access as part of the Oracle Cloud Services which You have ordered. A Hosted Environment can be used for only one type of Oracle Program. The number of Production Environments and Nonproduction Environments will be specified in the applicable service description.

Hosted Named User is defined as an individual authorized by You to access the Cloud Service, regardless of whether the individual is actively accessing the service at any given time.

Project is defined as a temporary collaboration initiated by a company and potentially including participants from other companies, to accomplish a singular goal with a defined scope, budget, and schedule.

Project Value is defined as the cost for a Project that is managed through the Cloud Service over the duration of the Project.
**GLOSSARY**

**Automated Clearing House (ACH)** is an electronic network for financial transactions in the United States. ACH processes large volumes of credit and debit transactions in batches. ACH credit transfers include direct deposit, payroll and vendor payments.

**Nonproduction Environment** is defined as a Hosted Environment that is specifically sized and designed (i) for functional testing and validating changes prior to their promotion to the Production Environment, (ii) for recreating events and duplicating issues occurring in the Production Environment for the purposes of troubleshooting and facilitating incident resolution, and (iii) for development, training, and testing purposes. The Nonproduction Environment may not be used for production purposes or for performance or stress testing, and any service levels, performance targets and disaster recovery described for the applicable Oracle Cloud Service are not applicable to Nonproduction Environments. The Nonproduction Environment is limited to 50 concurrent Users. The Nonproduction Environment may be refreshed, at Your request, no more than once per quarter. Note that only the database will be copied over. File repositories and user reports are not copied from production environment. Oracle periodically makes backups of nonproduction data for Oracle's sole use to limit data loss and service downtime in the event of a disaster.

**Production Environment** is defined as a Hosted Environment that is designed for daily commercial use and production operations of live data. Unless otherwise specified, a single Production Environment is provided for an Oracle Cloud Service as part of the Oracle Cloud Service.

**Construction Project** is defined as a Project within Submittal Exchange used during the construction phase of a Project, which provides architects, engineers, contractors, and owners with a collaborative solution for exchanging, reviewing, and archiving construction documents.

**Design Project** is defined as a Project within Submittal Exchange used during a design phase of a Construction Project and which facilitates building design including the review and sharing of design documentation.

**Gigabyte** is defined as 1,000,000,000 bytes of storage space.

**Hosted Named User** is defined as an individual authorized by you to access the hosted service, regardless of whether the individual is actively accessing the hosted service at any given time.

**Hosted Environment** is defined as the combination of hardware and software components owned, licensed or managed by Oracle to which Oracle grants You and Your Users access as part of the Oracle Cloud Services which You have ordered. A hosted environment can be used for only one type of Oracle Program.

**Location** is defined as a single, physical office location of a client, which can have unlimited users per location.

**Owner** is defined as the party who is paying for and using the constructed building.
Public Planroom is a virtual collaboration space with an externally available URL designed for storing, reviewing, and exchanging drawings during the preconstruction phase of a Project, often used for distributing documents to bidders.

General Contractor is defined as a business or person that coordinates work of multiple Subcontractors on behalf of an Owner for a Project.

Project is defined as a temporary collaboration initiated by a company and potentially including participants from other companies, to accomplish a singular goal with a defined scope, budget, and schedule.

Subcontractor is defined as a business or person that carries out work for a General Contractor as part of a larger Project.
Primavera P6 Standard Project Portfolio Management Cloud Service – Per Hosted Named User

Part #: B87640

Users of the Primavera P6 Standard Project Portfolio Management Cloud Service are authorized to access the following modules or functionalities:

- Primavera P6 Enterprise Project Portfolio Management
- Primavera P6 Professional
- Primavera P6 Enterprise Project Portfolio Management Web Services
- Primavera P6 Team Member
- Primavera P6 Email Statusing
- Oracle BI Publisher *
- On Premise to Cloud Migration Support; as described in Appendix 1 to these Service Descriptions.

* Usage is restricted to functionality integrated with Primavera P6 Standard Project Portfolio Management Cloud Service. Direct access to BI Publisher is limited to users with BIAuthor role and for the sole purpose of creating or editing reports.

Usage Limits: The Primavera P6 Standard Project Portfolio Management Cloud Service is subject to usage limits based on:

- a maximum number of Hosted Named Users as defined in your order which is capped at 150 users.
  - The total number of Hosted Named Users is calculated by combining the number of users from all services on the order, including optional Primavera P6 Enterprise Project Portfolio Management Web Services Cloud Service and P6 Progress Reporter Cloud Service. Additional users will require a migration to Primavera P6 Enterprise Project Portfolio Management Cloud Service.
- Oracle will provision a single production environment for this Oracle Cloud Service.
  - The environment is dedicated for production use and will be periodically updated with latest patches and upgrades
  - Additional environments cannot be added for this Oracle Cloud Service
- Services that can be combined with this offering:
  - Primavera Cloud Service Additional 10 GB Database Storage
  - Primavera P6 Enterprise Project Portfolio Management Web Services Cloud Service
  - Primavera P6 Progress Reporter Cloud Service
- Any additional services purchased will require a migration to Primavera P6 Enterprise Project Portfolio Management Cloud Service.

The following usage limits apply per environment:

<table>
<thead>
<tr>
<th>Cloud Service</th>
<th>Database Storage (GB)</th>
<th>File Storage (MB)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Primavera P6 Standard Project Portfolio Management Cloud Service</td>
<td>150</td>
<td>N/A*</td>
</tr>
</tbody>
</table>

* Primavera P6 Standard Project Portfolio Management Cloud Service stores documents in the database.
Service Level Targets: For purposes of Recovery Time Objective and Recovery Point Objective pursuant to Disaster Recovery, and System Availability as described in the Oracle Cloud Policies referenced below, this Cloud Service has the following service level targets for the Environment:

<table>
<thead>
<tr>
<th>Cloud Service</th>
<th>Recovery Time Objective (RTO)</th>
<th>Recovery Point Objective (RPO)</th>
<th>Target System Availability</th>
</tr>
</thead>
<tbody>
<tr>
<td>Primavera P6 Standard Project Portfolio Management Cloud Service – Production Environment</td>
<td>N/A*</td>
<td>N/A*</td>
<td>99.5%</td>
</tr>
</tbody>
</table>

*Oracle does not offer Disaster Recovery with defined Recovery-Point Objectives (RPO) and Recovery-Time Objectives (RTO) with this offering. Rather, Oracle periodically makes backups of production data for Oracle's sole use to limit data loss and service downtime in the event of a disaster.

Oracle Cloud Policies and Pillar Documentation:

Your order for this Oracle Cloud Service is subject to the Oracle Cloud Hosting and Delivery Policies and GBU Cloud Services Pillar Document, which may be viewed at www.oracle.com/contracts.

Primavera P6 Enterprise Project Portfolio Management Cloud Service – Per Hosted Named User

Part #: B76057

Users of the Primavera P6 Enterprise Project Portfolio Management Cloud Service are authorized to access the following modules or functionalities:

- Primavera P6 Enterprise Project Portfolio Management
- Primavera P6 Professional
- Primavera P6 Enterprise Project Portfolio Management Web Services
- Primavera P6 Team Member
- Primavera P6 Email Statusing
- Oracle BI Publisher*
- Primavera Gateway
- Oracle UPK Server **
- Primavera Analytics Cloud Sync***
- On Premise to Cloud Migration Support; as described in Appendix 1 to these Service Descriptions.

* Usage is restricted to functionality integrated with P6 EPPM Cloud Service. Direct access to BI Publisher is limited to users with BIAuthor role and for the sole purpose of creating or editing reports.
** Customer is responsible for providing content to be hosted in UPK Server
*** Requires the Primavera Analytics on-premise product.

Usage Limits: The Primavera P6 Enterprise Project Portfolio Management Cloud Service is subject to usage limits based on:

- a maximum number of Hosted Named Users as defined in Your order
- Oracle will provision two Environments: Production and Nonproduction.
- Additional Nonproduction Environments may be purchased subject to additional fees.

The following usage limits apply per Hosted Named User per environment:
**Service Level Targets:** For purposes of Recovery Time Objective and Recovery Point Objective pursuant to Disaster Recovery, and System Availability as described in the Oracle Cloud Policies referenced below, this Cloud Service has the following service level targets for the Production Environment:

<table>
<thead>
<tr>
<th>Cloud Service</th>
<th>Recovery Time Objective (RTO)</th>
<th>Recovery Point Objective (RPO)</th>
<th>Target System Availability</th>
</tr>
</thead>
<tbody>
<tr>
<td>Primavera P6 Enterprise Project Portfolio Management Cloud Service – Production Environment</td>
<td>72 hours</td>
<td>2 hours</td>
<td>99.5%</td>
</tr>
</tbody>
</table>

The Service Level Targets do not apply to the Nonproduction Environment(s). The Target System Availability does not apply in the event of a declared disaster. The Recovery Time and Recovery Point Objectives do not apply to customizations or third party software.

**Oracle Cloud Policies and Pillar Documentation:**

Your order for this Oracle Cloud Service is subject to the Oracle Cloud Hosting and Delivery Policies and GBU Cloud Services Pillar Document, which may be viewed at [www.oracle.com/contracts](http://www.oracle.com/contracts).

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**Primavera P6 Enterprise Project Portfolio Management Web Services Cloud Service – Per Hosted Named User**

Part #: B76059

Users of the Primavera P6 Enterprise Project Portfolio Management Web Services Cloud Service are authorized to access the following modules or functionalities:

- Primavera P6 Enterprise Project Portfolio Management Web Services

**Usage Limits:** The Primavera P6 Enterprise Project Portfolio Management Web Services Cloud Service is subject to usage limits based on:

- a maximum number of Hosted Named Users as defined in Your order
- Oracle will provision two Environments: Production and Nonproduction. Additional Nonproduction Environments may be purchased subject to additional fees.

The following usage limits apply per Hosted Named User per Environment:

<table>
<thead>
<tr>
<th>Licensed Metric</th>
<th>Database Storage (MB)</th>
<th>File Storage (MB)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hosted Named User</td>
<td>120</td>
<td>N/A</td>
</tr>
</tbody>
</table>

**Service Level Targets:** For purposes of Recovery Time Objective and Recovery Point Objective pursuant to Disaster Recovery, and System Availability as described in the Oracle Cloud Policies referenced below, this Cloud Service has the following service level targets for the Production Environment:
Cloud Service | Recovery Time Objective (RTO) | Recovery Point Objective (RPO) | Target System Availability
---|---|---|---
Primavera P6 Enterprise Project Portfolio Management Web Services Cloud Service – Production Environment | 72 hours | 2 hours | 99.5%

The Service Level Targets do not apply to the Nonproduction Environment(s). The Target System Availability does not apply in the event of a declared disaster. The Recovery Time and Recovery Point Objectives do not apply to customizations or third party software.

**Oracle Cloud Policies and Pillar Documentation:**

Your order for this Oracle Cloud Service is subject to the *Oracle Cloud Hosting and Delivery Policies and GBU Cloud Services Pillar Document*, which may be viewed at [www.oracle.com/contracts](http://www.oracle.com/contracts).

### Primavera P6 Progress Reporter Cloud Service – Per Hosted Named User

Part #: B76058

Users of the Primavera P6 Progress Reporter Cloud Service are authorized to access the following modules or functionalities:

- Primavera P6 Team Member
- Primavera P6 Email Statusing

**Usage Limits:** The Primavera P6 Progress Reporter Cloud Service is subject to usage limits based on:

- a maximum number of Hosted Named Users as defined in Your order
- Oracle will provision two Environments: Production and Nonproduction. Additional Nonproduction Environments may be purchased subject to additional fees.

The following usage limits apply per Hosted Named User per Environment:

<table>
<thead>
<tr>
<th>Licensed Metric</th>
<th>Database Storage (MB)</th>
<th>File Storage (MB)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hosted Named User</td>
<td>20</td>
<td>N/A*</td>
</tr>
</tbody>
</table>

* Primavera P6 Progress Reporter Cloud Service stores documents in the database.

**Service Level Targets:** For purposes of Recovery Time Objective and Recovery Point Objective pursuant to Disaster Recovery, and System Availability as described in the Oracle Cloud Policies referenced below, this Cloud Service has the following service level targets for the Production Environment:

<table>
<thead>
<tr>
<th>Cloud Service</th>
<th>Recovery Time Objective (RTO)</th>
<th>Recovery Point Objective (RPO)</th>
<th>Target System Availability</th>
</tr>
</thead>
<tbody>
<tr>
<td>Primavera P6 Progress Reporter Cloud Service – Production Environment</td>
<td>72 hours</td>
<td>2 hours</td>
<td>99.5%</td>
</tr>
</tbody>
</table>

The Service Level Targets do not apply to the Nonproduction Environment(s). The Target System Availability does not apply in the event of a declared disaster. The Recovery Time and Recovery Point Objectives do not apply to customizations or third party software.
Oracle Cloud Policies

Your order for this Oracle Cloud Service is subject to the Oracle Cloud Hosting and Delivery Policies and GBU Cloud Services Pillar Document, which may be viewed at www.oracle.com/contracts.

Primavera Analytics Cloud Service – Per Hosted Named User

Part #: B79107

Users of the Primavera Analytics Cloud Service are authorized to access the following modules or functionalities:

- Primavera Analytics
- Primavera Data Warehouse *
- Business Intelligence Suite Foundation Edition (includes Business Intelligence Suite Extended Edition) **
- Business Intelligence Data Visualization ***

* Usage is restricted to functionality integrated with Primavera Analytics Cloud Service. No direct access to the Primavera Data Warehouse is permitted.

** Usage is restricted to functionality integrated with Primavera Analytics Cloud Service. No direct access to Oracle Business Intelligence Suite Extended Edition (OBISEE) repository file is permitted. Changes to the repository file are limited to documented options per the Primavera Analytics Cloud Service Administration Guide and require submitting a request to My Oracle Support. No additional data sources are permitted with the OBISEE repository file. Spatial data is restricted to the OBISEE spatial boundary data included with Primavera Analytics Cloud Service. OBISEE BI Publisher reports are not supported.

*** Usage is restricted to data integrated with Primavera Analytics Cloud Service or imported from Microsoft Excel file.

Usage Limits: The Primavera Analytics Cloud Service is subject to usage limits based on:

- A maximum number of Hosted Named Users as defined in Your order
- Oracle will provision two Environments: Production and Nonproduction. Additional Nonproduction Environments may be purchased subject to additional fees.

The following usage limits apply per Hosted Named User per Environment:

<table>
<thead>
<tr>
<th>Licensed Metric</th>
<th>Database Storage (MB)</th>
<th>File Storage (MB)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hosted Named User</td>
<td>1000</td>
<td>10</td>
</tr>
</tbody>
</table>

Service Level Targets: For purposes of Recovery Time Objective and Recovery Point Objective pursuant to Disaster Recovery, and System Availability as described in the Oracle Cloud Policies referenced below, this Cloud Service has the following service level targets for the Production Environment:

<table>
<thead>
<tr>
<th>Cloud Service</th>
<th>Recovery Time Objective (RTO)</th>
<th>Recovery Point Objective (RPO)</th>
<th>Target System Availability</th>
</tr>
</thead>
<tbody>
<tr>
<td>Primavera Analytics Cloud Service –</td>
<td>72 hours</td>
<td>2 hours</td>
<td>99.5%</td>
</tr>
<tr>
<td>Production Environment</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
The Service Level Targets do not apply to the Nonproduction Environment(s). The Target System Availability does not apply in the event of a declared disaster. The Recovery Time and Recovery Point Objectives do not apply to customizations or third party software.

**Oracle Cloud Policies and Pillar Documentation:**

Your order for this Oracle Cloud Service is subject to the Oracle Cloud Hosting and Delivery Policies and GBU Cloud Services Pillar Document, which may be viewed at [www.oracle.com/contracts](http://www.oracle.com/contracts).

**Primavera Unifier Project Controls Cloud Service – Per Hosted Named User**

Part #: B79672

Users of the Primavera Unifier Project Controls Cloud Service are authorized to access the following modules or functionalities:

- Portfolio Manager
- Planning Manager
- Document Manager
- User Administration
- uDesigner (Workflow)
- uMail
- Project Mailbox
- Workflow Approval via Email
- Collaboration
- Gates
- Cost Sheet (WBS)
- SOVs
- Funding Manager
- Cash Flow
- Earned Value
- Schedule Manager
- Resource Manager
- Bid Manager
- Partner Company Management
- Oracle UPK Server **
- Oracle BI Publisher *
- Primavera Gateway

* Usage is restricted to functionality integrated with Unifier Project Controls Cloud Service. Direct access to BI Publisher is limited to users with BIAuthor role and for the sole purpose of creating or editing reports.

** Customer is responsible for providing content to be hosted in UPK Server

**Usage Limits:** The Primavera Unifier Project Controls Cloud Service is subject to usage limits based on:

- a maximum number of Hosted Named Users as defined in Your order
- Oracle will provision two Environments for this Cloud Service: Production and Nonproduction.
- Additional Nonproduction Environments may be purchased subject to additional fees.

The following usage limits apply per Hosted Named User per Environment:

<table>
<thead>
<tr>
<th>Licensed Metric</th>
<th>Database Storage (MB)</th>
<th>File Storage (MB)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hosted Named User</td>
<td>1200</td>
<td>N/A*</td>
</tr>
</tbody>
</table>

* Primavera Unifier Project Controls Cloud Service stores documents in the database.

**Service Level Targets:** For purposes of Recovery Time Objective and Recovery Point Objective pursuant to Disaster Recovery, and System Availability as described in the Oracle Cloud Policies referenced below, this Cloud Service has the following service level targets for the Production Environment:

<table>
<thead>
<tr>
<th>Cloud Service</th>
<th>Recovery Time Objective (RTO)</th>
<th>Recovery Point Objective (RPO)</th>
<th>Target System Availability</th>
</tr>
</thead>
<tbody>
<tr>
<td>Primavera Project Controls Cloud Service – Production Environment</td>
<td>72 hours</td>
<td>2 hours</td>
<td>99.5%</td>
</tr>
<tr>
<td>---------------------------------------------------------------</td>
<td>---------</td>
<td>--------</td>
<td>-------</td>
</tr>
</tbody>
</table>

The Service Level Targets do not apply to the Nonproduction Environment(s). The Target System Availability does not apply in the event of a declared disaster. The Recovery Time and Recovery Point Objectives do not apply to customizations or third party software.

**Oracle Cloud Policies and Pillar Documentation:**

Your order for this Oracle Cloud Service is subject to the *Oracle Cloud Hosting and Delivery Policies and GBU Cloud Services Pillar Document*, which may be viewed at [www.oracle.com/contracts](http://www.oracle.com/contracts).

**Primavera Unifier Facilities and Real Estate Management Cloud Service- Hosted Named User**

Part #: B84353

Users of the Primavera Unifier Facilities and Real Estate Management Cloud Service are authorized to access the following modules or functionalities:

- Work Order Management (Corrective and Preventative)
- Space Manager
- Reservation Management
- Self-Service Portal
- Cost Sheet (Generic)
- Document Manager
- User Administration
- uDesigner (Workflow)
- Asset Manager
- Oracle BI Publisher *
- Transaction Management
- Lease Management
- Oracle UPK Server **
- Primavera Gateway

* Usage is restricted to functionality integrated with Primavera Facility Management Cloud Service. Direct access to BI Publisher is limited to users with BIAuthor role and for the sole purpose of creating or editing reports.

** Customer is responsible for providing content to be hosted in UPK Server

**Usage Limits:** The Primavera Facility Management Cloud Service is subject to usage limits based on:

- a maximum number of Hosted Named Users as stated in Your order
- Oracle will provision two Environments for this Cloud Service: Production and Nonproduction.
- Additional Nonproduction Environments may be purchased subject to additional fees.

The following usage limits apply per Hosted Named User per Environment:

<table>
<thead>
<tr>
<th>Licensed Metric</th>
<th>Database Storage (MB)</th>
<th>File Storage (MB)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hosted Named User – Production Environment</td>
<td>3200</td>
<td>N/A*</td>
</tr>
</tbody>
</table>

* Primavera Unifier Facilities and Real Estate Management Cloud Service stores documents in the database.
Service Level Targets: For purposes of Recovery Time Objective and Recovery Point Objective pursuant to Disaster Recovery, and System Availability as described in the Oracle Cloud Policies referenced below, this Cloud Service has the following service level targets for the Production Environment:

<table>
<thead>
<tr>
<th>Cloud Service</th>
<th>Recovery Time Objective (RTO)</th>
<th>Recovery Point Objective (RPO)</th>
<th>Target System Availability</th>
</tr>
</thead>
<tbody>
<tr>
<td>Primavera Facility Management Cloud Service</td>
<td>72 hours</td>
<td>2 hours</td>
<td>99.5%</td>
</tr>
</tbody>
</table>

The Service Level Targets do not apply to the Nonproduction Environment(s). The Target System Availability does not apply in the event of a declared disaster. The Recovery Time and Recovery Point Objectives do not apply to customizations or third party software.

Oracle Cloud Policies and Pillar Documentation:
Your order for this Oracle Cloud Service is subject to the Oracle Cloud Hosting and Delivery Policies and GBU Cloud Services Pillar Document, which may be viewed at www.oracle.com/contracts.

AutoVue 2D Professional Cloud Service – Per Hosted Named User
Part #: B78041

Users of the AutoVue 2D Cloud Service are authorized to access the following modules or:

- AutoVue 2D Professional

Usage Limits: The AutoVue 2D Professional Cloud Service is subject to usage limits based on:

- a maximum number of Hosted Named Users as defined in Your order.
- Oracle will provision two Environments for this AutoVue 2D Professional Cloud Service: Production and Nonproduction. Additional Nonproduction Environments may be purchased subject to additional fees.
- The following modules and/or functionalities, which may be available in separate non-cloud software deployments, are not available as part of this Oracle Cloud Service:
  - Desktop Deployment Method
  - APIs and Web Services
  - AutoVue Integration Software Development Kit (ISDK)

Oracle Cloud Policies and Pillar Documentation:
Your order for this Oracle Cloud Service is subject to the Oracle Cloud Hosting and Delivery Policies and GBU Cloud Services Pillar Document, which may be viewed at www.oracle.com/contracts.

AutoVue 3D Professional Advanced Cloud Service – Per Hosted Named User
Part #: B86057

Users of the AutoVue 3D Professional Advanced Cloud Service are authorized to access the following modules or:

- AutoVue 3D Professional

Usage Limits: The AutoVue 3D Professional Advanced Cloud Service is subject to usage limits based on:
• a maximum number of Hosted Named Users as defined in Your order.
• Oracle will provision two Environments for this Oracle Cloud Service: Production and Nonproduction. Additional Nonproduction Environments may be purchased subject to additional fees.
• The following modules and/or functionalities, which may be available in separate non-cloud software deployments, are not available as part of this Oracle Cloud Service:
  o Desktop Deployment Method
  o APIs and Web Services
  o AutoVue Integration Software Development Kit (ISDK)

Oracle Cloud Policies and Pillar Documentation:

Your order for this Oracle Cloud Service is subject to the Oracle Cloud Hosting and Delivery Policies and GBU Cloud Services Pillar Document, which may be viewed at www.oracle.com/contracts.

Primavera Unifier Portal User Cloud Service – Per Hosted Named User

Part #: B76061

Users of the Primavera Unifier Portal User Cloud Service are authorized to access the following modules or functionalities:

• a limited set of business processes determined by You, accessed via a URL specific to the Unifier Portal such as Service Requests, Work Requests or Project Request

Usage Limits: The Primavera Unifier Portal User Cloud Service is subject to usage limits based on:

• a maximum number of Hosted Named Users as defined in Your order.
• Oracle will provision two Environments for this Primavera Unifier Portal User Cloud Service: Production and Nonproduction.
• Additional Nonproduction Environments may be purchased subject to additional fees.

The following usage limits apply per Hosted Named User per Environment:

<table>
<thead>
<tr>
<th>Licensed Metric</th>
<th>Database Storage (MB)</th>
<th>File Storage (MB)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hosted Named User</td>
<td>30</td>
<td>N/A*</td>
</tr>
</tbody>
</table>

* Primavera Unifier Portal User Cloud Service stores documents in the database.

Service Level Targets: For purposes of Recovery Time Objective and Recovery Point Objective pursuant to Disaster Recovery, and System Availability as described in the Oracle Cloud Policies referenced below, this Cloud Service has the following service level targets for the Production Environment:

<table>
<thead>
<tr>
<th>Cloud Service</th>
<th>Recovery Time Objective (RTO)</th>
<th>Recovery Point Objective (RPO)</th>
<th>Target System Availability</th>
</tr>
</thead>
<tbody>
<tr>
<td>Primavera Unifier Portal User Cloud Service – Production Environment</td>
<td>72 hours</td>
<td>2 hours</td>
<td>99.5%</td>
</tr>
</tbody>
</table>

The Service Level Targets do not apply to the Nonproduction Environment(s). The Target System Availability does not apply in the event of a declared disaster. The Recovery Time and Recovery Point Objectives do not apply to customizations or third party software.
**Oracle Cloud Policies and Pillar Documentation:**

Your order for this Oracle Cloud Service is subject to the *Oracle Cloud Hosting and Delivery Policies and GBU Cloud Services Pillar Document*, which may be viewed at [www.oracle.com/contracts](http://www.oracle.com/contracts).
Oracle Primavera Virtual Desktop Cloud Service – Per Hosted Environment

Part # B85990

Users of this Oracle Cloud Service will be authorized to access the following module:

- Oracle Primavera Virtual Desktop Cloud Service

To use the Oracle Primavera Virtual Desktop Cloud Service, You are required to first purchase and maintain the Oracle Primavera P6 Project Portfolio Management Cloud Service. If the Oracle Primavera P6 Project Portfolio Management Cloud Service lapses or otherwise ends, the Oracle Primavera Virtual Desktop Cloud Service will also automatically end. Disaster Recovery is not available for this service.

Usage Limits: The Oracle Primavera Virtual Desktop Cloud Service is subject to usage limits based upon:

- A maximum number of Hosted Environments as defined in Your order.
- Oracle will provision one Production Environment for this Cloud Service.
- For each Hosted Environment, You may authorize up to the following maximum number of Users: the lesser of 80 Users or the number of User subscriptions purchased under Your P6 Enterprise Project Portfolio Management Cloud Service.

High levels of use of the Oracle Primavera P6 Project Portfolio Management Cloud Service (e.g., high number of concurrent active Users or large size of projects being loaded) may consume the CPU and memory resources of the Oracle Primavera Virtual Desktop Cloud Service and adversely affect service performance. Oracle is not responsible for such performance issues. To mitigate the impact resulting from high levels of use of the Oracle Primavera P6 Project Portfolio Management Cloud Service, You must purchase additional Hosted Environments of the Oracle Primavera Virtual Desktop Cloud Service.

Oracle Cloud Policies and Pillar Documentation:

Your order for this Oracle Cloud Service is subject to the Oracle Cloud Hosting and Delivery Policies and GBU Cloud Services Pillar Document, which may be viewed at www.oracle.com/contracts; however, the Disaster Recovery Service Policy does not apply to this Oracle Cloud Service.
Primavera Cloud Service Additional Nonproduction Environment

Part #: B76563

The Primavera Cloud Service Additional Nonproduction Environment provides for the provision of an additional Nonproduction Environment within Your Primavera Cloud Service. The maintenance or upgrade schedule for the Additional Nonproduction Environment will be the same as the schedule for Your Production Environment unless You request the Additional Nonproduction Environment be upgraded to a newer version prior to Your Production Environment upgrade. The Additional Nonproduction Environment may be used only for Nonproduction activities, and certain programs and optional services may not be able to run in the Additional Nonproduction Environment.

Usage Limits: The Primavera Cloud Service Additional Nonproduction Environment defined above is subject to usage limits based upon:

- Future expansions of this Oracle Cloud Services may be subject to additional fees.
- Each order for Additional Nonproduction Environment must be for a minimum Services Period of twelve (12) months.
- The Additional Nonproduction Environment will share the same Identity Manager instance as the Production Environment.

Oracle Cloud Policies and Pillar Documentation:

Your order for this Oracle Cloud Service is subject to the Oracle Cloud Hosting and Delivery Policies and GBU Cloud Services Pillar Document, which may be viewed at www.oracle.com/contracts.

Primavera Cloud Service Additional Production Database – Production Environment – Per Hosted Named User

Part #: B82760

This Primavera Cloud Service Additional Production Database – Production Environment provides for one additional production access point within an existing full deployment of the following base Primavera Cloud Service separately purchased by You:

- Primavera P6 Enterprise Project Portfolio Management Cloud Service

Each Additional Production Database will be created as a separate schema within the production database instance of the base Primavera Cloud Service listed above. All backup and restore activities are performed at the instance level of the Primavera Cloud Service and all schemas within the instance will be backed up and restored together. The maintenance or upgrade schedule for the Additional Production Database will be the same as the schedule for the Production Environment of the Primavera Cloud Service. If You ordered more than one Primavera Cloud Service Additional Production Database, Oracle will logically separate, and provide You with a unique URL for, each such database within the Production Environment of the Primavera Cloud Service.

Usage Limits: The Primavera Cloud Service Additional Production Database defined above is subject to usage limits based upon:

- a maximum number of Hosted Named Users for Your Primavera Cloud Service as defined in Your order.
- Future expansions of this Primavera Cloud Service Additional Production Database may be subject to
additional fees.

- For each unique user of an Additional Production Database, You must acquire and maintain, for the duration of this Primavera Cloud Service Additional Production Database, a subscription for the Primavera P6 Enterprise Project Portfolio Management Cloud Service.
- Hosted Named Users of an Additional Production Database do not increase the total # of unique users that are licensed for the base cloud service.

The Primavera Cloud Service Additional Production Database – Production Environment is for production purposes only. For Nonproduction access to the additional production database, a Primavera Cloud Service Additional Nonproduction Environment is required.

**Oracle Cloud Policies and Pillar Documentation:**

Your order for this Oracle Cloud Service is subject to the *Oracle Cloud Hosting and Delivery Policies and GBU Cloud Services Pillar Document*, which may be viewed at [www.oracle.com/contracts](http://www.oracle.com/contracts).

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**Primavera Cloud Service Additional 50 GB Database Storage**

(Formerly known as Primavera Cloud Service Additional 50 GB File Storage.)

Part #: B82785

A block of Primavera Additional Database Storage consists of 50GB. Each block of Additional Database Storage purchased under the ordering document entitles You to consume 50 GB of additional Database Storage and applies for the duration of the Service Period of the Primavera Cloud Service under the ordering document.

**Oracle Cloud Policies and Pillar Documentation:**

Your order for this Oracle Cloud Service is subject to the *Oracle Cloud Hosting and Delivery Policies and GBU Cloud Services Pillar Document*, which may be viewed at [www.oracle.com/contracts](http://www.oracle.com/contracts).

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**Primavera Cloud Service Additional 10 GB Database Storage**

Part #: B82784

A block of Primavera Additional Database Storage consists of 10GB. Each block of Additional Database Storage purchased under the ordering document entitles You to utilize 10 GB of additional database storage and applies for the duration of the Service Period of the Primavera Cloud Service under the ordering document.

**Oracle Cloud Policies and Pillar Documentation:**

Your order for this Oracle Cloud Service is subject to the *Oracle Cloud Hosting and Delivery Policies and GBU Cloud Services Pillar Document*, which may be viewed at [www.oracle.com/contracts](http://www.oracle.com/contracts).
Primavera Data Access Cloud Service

Part #: B86346

Primavera Data Access Cloud Service (DACS) provides read-only Oracle Net access via VPN from Your separate network to a single hosted environment containing one or more of the Oracle Primavera Cloud Services listed below. Each Primavera Cloud Services hosted environment requires a separate purchase of this Primavera Data Access Cloud Service.

To use this Primavera Data Access Cloud Service with your Hosted Environment, You are required to first purchase and maintain one or more of the following Oracle Primavera Cloud Services (base service) for the duration of the Primavera Data Access Cloud Service:

- P6 Enterprise Project Portfolio Management Cloud Service
- Unifier Project Controls Cloud Service
- Unifier Facilities and Real Estate Management Cloud Service

Each instance of Primavera Cloud Service Additional Nonproduction Environment also requires a separate Data Access Cloud Service subscription.

If the associated base Oracle Primavera Cloud Service lapses or otherwise ends, the Primavera Data Access Cloud Service will also automatically end.

Restrictions on Use:

Oracle Net access is granted on a read-only basis and only read operations on application tables will be enabled. Oracle will provision a single Primavera database integration account, and related access credentials, for Your use with this Primavera Data Access Cloud Service. This service requires that the database be configured to require the encryption of all Oracle Net transport using the Oracle Network Data Encryption and Integrity option provided as part of this Primavera Data Access Cloud Service.

The VPN-based Oracle Net connection provided by this service is designed solely to facilitate system integrations between Your network and the one of the base Oracle Primavera Cloud Services listed above, and is not intended for access or use by individuals for any other purpose.

The performance of Your associated base Primavera Cloud Services could be adversely affected by Your or Your Users’ use of this Primavera Data Access Cloud Service, including queries generated by You or Your Users. By opting to use this Primavera Data Access Cloud Service inclusive of the Oracle Net access model, You acknowledge and agree that Oracle bears no responsibility for any database performance obligations or other problems with the associated base Primavera Cloud Services caused by such use. You agree and consent to Oracle’s temporary suspension of this Primavera Data Access Cloud Service if Oracle determines that any such access or use is causing critical incidents with the associated base Primavera Cloud Services.

Your Obligations:

You acknowledge that Oracle’s ability to deliver this Oracle Cloud Service depends upon Your fulfillment of the following:

1. Change password immediately upon receipt of the password from Oracle.
2. Protect Oracle Primavera Data Access Cloud Service database passwords and prevent use of passwords by multiple individuals.
3. Change passwords every 90 days to prevent account lockout.
4. Understand that the User account that connects through Data Access Cloud Service provides read-only access to all business data in Your cloud Environment(s).
5. Separately acquire a VPN solution, and work with Oracle to establish the VPN connection to facilitate communications between Oracle servers and Your network.
6. Separately acquire and implement an Oracle Net client with Your network that can successfully operate using Oracle Network Data Encryption and Integrity transport encryption provided as part of this Oracle Primavera Data Access Cloud Service.
7. Remove and modify any integrations that may impact performance of this Oracle Cloud Service or any of the associated base Primavera Cloud Services listed above, upon notification by Oracle.

Service Level Targets: For purposes of Recovery Time Objective pursuant to Disaster Recovery, and System Availability as described in the Oracle Cloud Policies referenced below, this Cloud Service has the following service level targets for the Production Environment:

<table>
<thead>
<tr>
<th>Cloud Service</th>
<th>Recovery Time Objective (RTO)</th>
<th>Target System Availability</th>
</tr>
</thead>
<tbody>
<tr>
<td>Primavera Data Access Cloud Service</td>
<td>72 hours</td>
<td>99.5%</td>
</tr>
</tbody>
</table>

The Service Level Targets do not apply to the Nonproduction Environment(s). The Target System Availability does not apply in the event of a declared disaster. The Recovery Time and Recovery Point Objectives do not apply to customizations or third party software.

Oracle Cloud Policies

Your order for this Oracle Cloud Service is subject to the Oracle Cloud Hosting and Delivery Policies and GBU Cloud Services Pillar Document, which may be viewed at www.oracle.com/contracts.
Oracle Prime Projects Cloud Service

Part #: B87815 – Per Hosted Named User
Part #: B88771 – Per 100,000 of Project Value

Users of the Oracle Prime Projects Cloud Service are authorized to access the following modules in a multi-tenant environment:

- Oracle Prime
- Oracle BI Publisher *

* Usage is restricted to functionality integrated with Oracle Prime Projects Cloud Service. Direct access to BI Publisher is limited to users with BIAuthor role and for the sole purpose of creating or editing reports.

**Usage Limits:** The Oracle Prime Projects Cloud Service is subject to usage limits based on:

- For Part # B87815, a maximum number of Hosted Named Users as defined in Your order. Your tenant supports both Production and Nonproduction data and will be periodically updated with latest patches and upgrades.
- For Part # B88771, access to the named Project as defined in Your order.
- Your Oracle Prime Project Cloud Service tenant is restricted to the specified subscription metric and all Cloud Services to be provisioned in a tenant must be licensed with the same metric. Cloud Services based on another metric must be provisioned in a separate, independent tenant.
- For Your Oracle Prime Project Cloud Service, files uploaded to Oracle Prime, including but not limited to documents, drawings, and photographs, should be directly related to the corresponding Prime Project.

**Service Level Targets:** For purposes of Recovery Time Objective and Recovery Point Objective pursuant to Disaster Recovery, and System Availability as described in the Oracle Cloud Policies referenced below, this Cloud Service has the following service level targets for the Production Environment:

<table>
<thead>
<tr>
<th>Cloud Service</th>
<th>Recovery Time Objective (RTO)</th>
<th>Recovery Point Objective (RPO)</th>
<th>Target System Availability</th>
</tr>
</thead>
<tbody>
<tr>
<td>Oracle Prime Projects Cloud Service</td>
<td>12 hours</td>
<td>1 hour</td>
<td>99.5%</td>
</tr>
</tbody>
</table>

The Target System Availability does not apply in the event of a declared disaster. The Recovery Time and Recovery Point Objectives do not apply to customizations or third party software.

**Oracle Cloud Policies and Pillar Documentation:**

Your order for this Oracle Cloud Service is subject to the *Oracle Cloud Hosting and Delivery Policies and GBU Cloud Services Pillar Document*, which may be viewed at [www.oracle.com/contracts](http://www.oracle.com/contracts).
Instantis EnterpriseTrack Cloud Service

Part #: B76553

Users of the Instantis EnterpriseTrack Cloud Service are authorized to access the following modules or functionalities:

- Idea Management
- Demand Management
- Resource Management
- Project Management (with Multi-initiative)
- Financial Management
- Time Management
- Portfolio Management
- Strategy Management
- Metrics Management
- Dashboards and Reports Module
- EnterpriseStream Module
- Administration and Configuration Management
- Primavera Gateway
- BI Publisher*

* Usage is restricted to functionality integrated with Instantis EnterpriseTrack Cloud Service. Direct access to BI Publisher is limited to users with BIAuthor role and for the sole purpose of creating or editing reports.

Usage Limits: The Instantis EnterpriseTrack Cloud Service is subject to usage limits based on:

- a maximum number of Hosted Named Users as defined in Your order.
- Oracle will provision two Environments for this Instantis EnterpriseTrack Base Cloud Service: Production and Nonproduction.
- Additional Nonproduction Environments may be purchased subject to additional fees.

The following usage limits apply per Hosted Named User:

<table>
<thead>
<tr>
<th>Licensed Metric</th>
<th>Database Storage (MB)</th>
<th>File Storage (MB)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hosted Named User (one Authorized User)</td>
<td>1000</td>
<td>N/A</td>
</tr>
<tr>
<td>Hosted Named User (one Authorized user) – Nonproduction Environment</td>
<td>1000</td>
<td>N/A</td>
</tr>
</tbody>
</table>

Service Level Targets: For purposes of Recovery Time Objective and Recovery Point Objective pursuant to Disaster Recovery, and System Availability as described in the Oracle Cloud Policies referenced below, this Cloud Service has the following service level targets for the Production Environment:

<table>
<thead>
<tr>
<th>Cloud Service</th>
<th>Recovery Time Objective (RTO)</th>
<th>Recovery Point Objective (RPO)</th>
<th>Target System Availability</th>
</tr>
</thead>
<tbody>
<tr>
<td>Instantis EnterpriseTrack Cloud Service</td>
<td>72 hours</td>
<td>2 hour</td>
<td>99.5%</td>
</tr>
</tbody>
</table>

The Service Level Targets do not apply to the Nonproduction Environment(s). The Target System Availability does not apply in the event of a declared disaster. The Recovery Time and Recovery Point Objectives do not apply to customizations or third party software.
Oracle Cloud Policies and Pillar Documentation:
Your order for this Oracle Cloud Service is subject to the Oracle Cloud Hosting and Delivery Policies and GBU Cloud Services Pillar Document, which may be viewed at www.oracle.com/contracts.

Instantis EnterpriseTrack Timesheets Cloud Service

Part #: B76554

Users of the Instantis EnterpriseTrack Timesheets Cloud Service are authorized to access the following module:

- Timesheets module

Usage Limits: The Instantis EnterpriseTrack Timesheets Cloud Service is subject to usage limits based on:

- a maximum number of Hosted Named Users as defined in Your order.
- Oracle will provision two Environments for this Instantis EnterpriseTrack Timesheets Cloud Service: Production and Nonproduction.
- Additional Nonproduction Environments may be purchased subject to additional fees.

The following usage limits apply per Hosted Named User:

<table>
<thead>
<tr>
<th>Licensed Metric</th>
<th>Database Storage (MB)</th>
<th>File Storage (MB)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hosted Named User (one Authorized User)</td>
<td>1000</td>
<td>N/A</td>
</tr>
<tr>
<td>Hosted Named User (one Authorized user) – Nonproduction Environment</td>
<td>1000</td>
<td>N/A</td>
</tr>
</tbody>
</table>

Service Level Targets: For purposes of Recovery Time Objective and Recovery Point Objective pursuant to Disaster Recovery, and System Availability as described in the Oracle Cloud Policies referenced below, this Cloud Service has the following service level targets for the Production Environment:

<table>
<thead>
<tr>
<th>Cloud Service</th>
<th>Recovery Time Objective (RTO)</th>
<th>Recovery Point Objective (RPO)</th>
<th>Target System Availability</th>
</tr>
</thead>
<tbody>
<tr>
<td>Instantis EnterpriseTrack Timesheets Cloud Service</td>
<td>72 hours</td>
<td>2 hour</td>
<td>99.5%</td>
</tr>
</tbody>
</table>

The Service Level Targets do not apply to the Nonproduction Environment(s). The Target System Availability does not apply in the event of a declared disaster. The Recovery Time and Recovery Point Objectives do not apply to customizations or third party software.

Oracle Cloud Policies and Pillar Documentation:
Your order for this Oracle Cloud Service is subject to the Oracle Cloud Hosting and Delivery Policies and GBU Cloud Services Pillar Document, which may be viewed at www.oracle.com/contracts.
Instantis Cloud Service Additional Nonproduction Environment

Part #: B76063

The Instantis Cloud Service Additional Nonproduction Environment provides for the hosting and maintenance of an Additional Nonproduction Environment that shall be available to You at all times and that is a reasonable replica of the production environment for Nonproduction activities. Certain programs and optional services may not be able to run in the Additional Nonproduction Environment. The maintenance or upgrade schedule for the Additional Nonproduction Environment is the same as the schedule for Your Production Environment.

Each Additional Nonproduction Environment must be contracted for a minimum period of twelve (12) months. The Additional Nonproduction Environment may be refreshed, at Your request, no more than once per quarter, provided the Nonproduction Environment database and file storage are equal to or greater in size than the Production Environment database and file storage. Service levels and performance metrics applicable to Your order do not apply to the Additional Nonproduction Environment. Disaster Recovery is not available for the Additional Nonproduction Environment.

Usage Limits: The Instantis Cloud Service Additional Nonproduction Environment defined above is subject to the same usage limits as the Nonproduction Environment of the related Instantis Cloud Service.

Oracle Cloud Policies and Pillar Documentation:

Your order for this Oracle Cloud Service is subject to the Oracle Cloud Hosting and Delivery Policies and GBU Cloud Services Pillar Document, which may be viewed at www.oracle.com/contracts.

Instantis Cloud Service Additional 50 GB Database Storage

(Formerly known as Instantis Cloud Service Additional 50 GB File Storage.)

Part #: B84350

A block of Instantis Additional Database Storage consists of 50GB. Each block of additional Database Storage purchased under the ordering document entitles You to utilize 50 GB of additional Database Storage and applies for the duration of the Service Period of the Instantis Cloud Service under the ordering document.

Oracle Cloud Policies and Pillar Documentation:

Your order for this Oracle Cloud Service is subject to the Oracle Cloud Hosting and Delivery Policies and GBU Cloud Services Pillar Document, which may be viewed at www.oracle.com/contracts.
Primavera Submittal Exchange Design Project Cloud Service – Per Construction Project Value in Millions

Part #: B88658

Users of the Primavera Submittal Exchange Design Project Cloud Service are authorized to access the following modules or functionalities for the named Project as defined in your order:

- Primavera Submittal Exchange Design Project
- Primavera Submittal Exchange Public Planroom

Your Users will be required to accept the Terms of Use prior to being granted access to the Cloud Service.

Usage Limits: The following storage limits apply for this Oracle Cloud Service for the named Project as defined in your order:

| Production File Storage (GB) | 10 |

Service Level Targets: For purposes of Disaster Recovery and System Availability Level as described in the Oracle Cloud Policies referenced below, this Oracle Cloud Service has the following Service Level Targets:

<table>
<thead>
<tr>
<th>Cloud Service</th>
<th>Target System Availability</th>
</tr>
</thead>
<tbody>
<tr>
<td>Primavera Submittal Exchange Design Project Cloud Service</td>
<td>99.5%</td>
</tr>
</tbody>
</table>

The Target System Availability does not apply in the event of a declared disaster.

Oracle Cloud Policies and Pillar Documentation:

Your order for this Oracle Cloud Service is subject to the Oracle Cloud Hosting and Delivery Policies and GBU Cloud Services Pillar Document, which may be viewed at www.oracle.com/contracts.
Primavera Submittal Exchange Construction Project Cloud Service – Per Construction Project Value in Millions

Part #: B88659

Users of the Primavera Submittal Exchange Construction Project Cloud Service are authorized to access the following modules or functionalities for the named Project as defined in your order:

- Primavera Submittal Exchange Construction Project

Your Users will be required to accept the Terms of Use prior to being granted access to the Cloud Service.

**Service Level Targets:** For purposes of Disaster Recovery and System Availability Level as described in the Oracle Cloud Policies referenced below, this Oracle Cloud Service has the following Service Level Targets:

<table>
<thead>
<tr>
<th>Cloud Service</th>
<th>Target System Availability</th>
</tr>
</thead>
<tbody>
<tr>
<td>Primavera Submittal Exchange Construction Project Cloud Service</td>
<td>99.5%</td>
</tr>
</tbody>
</table>

The Target System Availability does not apply in the event of a declared disaster.

**Oracle Cloud Policies and Pillar Documentation:**

Your order for this Oracle Cloud Service is subject to the Oracle Cloud Hosting and Delivery Policies and Oracle GBU Cloud Services Pillar Document, which may be viewed at [www.oracle.com/contracts](http://www.oracle.com/contracts).

Primavera Submittal Exchange Public Planroom Cloud Service – Per Project

Part #: B88660

Users of the Primavera Submittal Exchange Public Planroom Cloud Service are authorized to access the following modules or functionalities:

- Primavera Submittal Exchange Public Planroom

Your Users will be required to accept the Terms of Use prior to being granted access to the Cloud Service.

**Usage Limits:** The Primavera Submittal Exchange Public Planroom Cloud Service is subject to usage limits based on:

- For each Project defined in Your order, You are granted access to a single Project’s Public Planroom, either provisioned by Oracle as an independent Public Planroom for You or within an existing Project previously provisioned through Primavera Submittal Exchange Construction Project Cloud Service in which You have been invited to participate.

**Service Level Targets:** For purposes of Disaster Recovery and System Availability Level as described in the Oracle Cloud Policies referenced below, this Oracle Cloud Service has the following Service Level Targets:
<table>
<thead>
<tr>
<th>Cloud Service</th>
<th>Target System Availability</th>
</tr>
</thead>
<tbody>
<tr>
<td>Primavera Submittal Exchange Public</td>
<td></td>
</tr>
<tr>
<td>Planroom Cloud Service</td>
<td>99.5%</td>
</tr>
</tbody>
</table>

The Target System Availability does not apply in the event of a declared disaster.

**Oracle Cloud Policies and Pillar Documentation:**

Your order for this Oracle Cloud Service is subject to the *Oracle Cloud Hosting and Delivery Policies* and *Oracle GBU Cloud Services Pillar Document*, which may be viewed at [www.oracle.com/contracts](http://www.oracle.com/contracts).

**Primavera Submittal Exchange Additional 10GB File Storage**

Part #: B88661

A block of Primavera Submittal Exchange Additional File Storage consists of 10 GB. Each block of Additional File Storage purchased under the ordering document entitles You to utilize 10 GB of additional file storage. A block applies to a single designated Design Project and is in effect for the duration of the Service Period of the Primavera Submittal Exchange Design Project Cloud Service under the ordering document.

**Oracle Cloud Policies and Pillar Documentation:**

Your order for this Oracle Cloud Service is subject to the *Oracle Cloud Hosting and Delivery Policies* and *Oracle GBU Cloud Services Pillar Document*, which may be viewed at [www.oracle.com/contracts](http://www.oracle.com/contracts).
Textura Payment Management Cloud Services – Per Project Value

Part #: B88698

Oracle will provide You with access to the Textura Payment or the (“Service”) to manage the Project payment process. For each Project, you may elect to activate the Service based on the Project Activation and Billing below. You may be able to activate the following eligible services, as specified in Your order:

- Textura Payment Management Project Cloud Service, and/or
- Textura Payment Management Project Plus Subcontractor Cloud Service.

Project Activation and Billing

During the Services Period of Your order, You may add new Projects to the Service. Your order will include a Project fee schedule (“Fee Schedule”) which identifies the Project fee applicable to any new Project added to the Service during the Services Period. The Fee Schedule establishes the applicable fee for each Project based on two criteria:

1. The Project Value band based on the greater of the amount entered or total subcontract value of the Project; and
2. The type of billing model You choose, as detailed below:
   - Textura Payment Management Project Cloud Service (Part #B88700) – If selected, You elect to pay only for Your own access to the Service as General Contractor. Your Subcontractor(s) would purchase Textura Subcontractor Payment Management Cloud Service for their own use.
   - Textura Payment Management Project Plus Subcontractor Cloud Service (Part #B88701) – If selected, You elect to prepay for Your Subcontractors’ access of the Service in addition to the access as General Contractor.
   - When setting up each Project in the Service You will be given the ability to select the applicable billing option.

Project fees will begin to accrue at the time of Project creation in the Service and entitle you to access the Service for the life of the Project. Project fees are reconciled if, based on the Fee Schedule of Your order, changes to the actual Project Value place the Project in a different Project fee band than the band You were invoiced for originally or as the result of a previous reconciliation. If a reconciliation is required, additional fees or a credit shall be applied on Your next billing cycle based on the difference between the new Project fee band and the Project fee band you were invoiced for originally or as part of a previous reconciliation. For avoidance of doubt, any existing Projects will be governed by the fee schedule at the time of initial Project set-up.

The Services Period identified on the order reflects the validity period of Your rate card. The Services Period in the Agreement applies to an active Project in the Service. For clarity the Services Period and applicability of the Agreement may extend beyond the Service Period identified in the order.
Oracle Textura Supplemental Terms

You will establish ACH terms separately, and You may leverage the Textura Payment Management Cloud Service (TPM Cloud Services) for the electronic exchange of conditional and unconditional lien waivers. Additional terms specific to Your use of the TPM Cloud Services will apply and may be found in Appendix 2 to these Service Descriptions.

Service Level Targets:

For purposes of Disaster Recovery and System Availability Level as described in the Oracle Cloud Policies referenced above, the following Service Level Targets apply:

<table>
<thead>
<tr>
<th>Recovery Time Objective (RTO)</th>
<th>Recovery Point Objective (RPO)</th>
<th>Target System Availability</th>
</tr>
</thead>
<tbody>
<tr>
<td>4 hours</td>
<td>30 minutes</td>
<td>99.5%</td>
</tr>
</tbody>
</table>

The Target System Availability does not apply in the event of a declared disaster.

Oracle Cloud Policies and Pillar Documentation:

Your order is subject to the Oracle Cloud Hosting and Delivery Policies and Oracle GBU Cloud Services Pillar Document, which may be viewed at www.oracle.com/contracts.

Textura Payment Management Subcontractor Cloud Services

Part #: B88705

Oracle will provide You with access to the Textura Payment Management System (“Service”) to manage Your Project payment process. For each Project, you may elect to activate it based on the Contract Activation and Billing below. You may be able to activate the following eligible services:

- Textura Subcontractor Payment Management Cloud Service, and/or
- Textura Payment Management Lower Tier Subcontractor Cloud Service.

Contract Activation and Billing

During the Services Period of Your order You may add new Contracts to the Service. Your order will include a Contract fee schedule (“Fee Schedule”) which identifies the one-time Contract fee applicable to any new Contract added to the Service during the Services Period. The Fee Schedule establishes the applicable fee for each Contract based on whether or not You are a first-tier or lower-tier Subcontractor as detailed below:

1.  *Textura Payment Management Subcontractor Cloud Service (Part # B88707) – per Contract Value:* applicable when You are a first-tier Subcontractor with Contract fees being determined as a fixed percentage of the Contract Value. Prices are calculated as 0.18% per Contract Value (or 18 basis points of the Contract Value) with a minimum one-time fee of USD $50 and a maximum one-time fee of USD $2,500. Fees are calculated separately per Contract.
2. **Textura Payment Management Lower Tier Subcontractor Cloud Service (Part # B88853) – per Contract:**

   applicable when You are a lower-tier Subcontractor with Contract fees being determined as a flat fee per Contract (i.e. regardless of Contract Value). Prices are calculated as a one-time fee of USD $100 per Contract.

   Contract fees will begin to accrue at time of Contract creation in the Service and entitle You to access the Service for the life of the Contract. If change orders increase the Contract Value and the associated Contract fee is more than 25% greater than that paid as originally calculated, then You shall pay to Oracle the difference between the original Contract fee and the Contract fee applicable to the modified Contract Value. If change orders decrease the Contract Value and the associated Contract fee is more than 20% less than that paid on the Contract Value originally calculated, then Oracle shall refund to You the difference between the original Contract fee and the Usage Fee applicable to the modified Contract Value. Once the Contract is completed, an additional reconciliation of the Contract fee will be made so that the final amount of fees paid will be equal to the Contract fee applicable to the final Contract Value. This final reconciliation is not subject to the percentage limits stated above. A contract is considered “complete” when the amount paid to You is equal to the final Contract Value.

   In the event that a Contract is cancelled with no work performed in association with that Contract, any Contract fees paid will be refunded. If changes in Contract Value cause additional Contract fees to be due from You, any such Contract fees shall be collected electronically by automatically debiting the account that You have set up with Oracle to pay the Contract fees via daily ACH. If a Contract fee cannot be collected due to insufficient funds, inaccurate or incomplete bank account information, or limitations placed on the bank account by You or Your bank, Your ability to submit invoices on Contract(s) being managed in the Service will be suspended until the Contract fees can be collected. It shall be Your responsibility to resolve the issues which caused the inability for the Contract fees to be collected. Once any such issues have been resolved and You have notified Oracle that the Contract fee is may be collected, Oracle will promptly reinstate Your ability to submit invoices. Notwithstanding the above, at the time of final Contract reconciliation, no amount less than $10 will be collected or refunded.

**Oracle Textura Supplemental Terms**

You will establish ACH terms separately, and You may leverage the Textura Payment Management Cloud Service for the electronic exchange of conditional and unconditional lien waivers. Applicable terms may be found in Appendix 2 to these Service Descriptions.

**Service Level Targets:**

For purposes of Disaster Recovery and System Availability Level as described in the Oracle Cloud Hosting and Delivery Policies referenced above, the following Service Level Targets apply:

<table>
<thead>
<tr>
<th>Recovery Time Objective (RTO)</th>
<th>Recovery Point Objective (RPO)</th>
<th>Target System Availability</th>
</tr>
</thead>
<tbody>
<tr>
<td>4 hours</td>
<td>30 minutes</td>
<td>98%</td>
</tr>
</tbody>
</table>

The Target System Availability does not apply in the event of a declared disaster.

**Oracle Cloud Policies and Pillar Documentation:**
Your order is subject to the Oracle Cloud Hosting and Delivery Policies and Oracle GBU Cloud Services Pillar Document, which may be viewed at [www.oracle.com/contracts](http://www.oracle.com/contracts).

**Textura Early Payment Cloud Service – Per Customer**

Part #: B88703

Oracle will provide You with access to the Oracle Textura Early Payment Cloud Service (EPP Cloud Service) which grants you the ability to offer early payments to Subcontractors who are active participants in the same Textura Payment Management Project.

**Usage Limits:**

- If offered by You for a given Textura Payment Management Project, Your Subcontractors have the option to enroll in the Early Payment Program (EPP) through Textura Payment Management to expedite payments from You to them.
- If enrolled, you are granting the rights for the Subcontractor to receive early settlement of its approved invoice(s).
- EPP is available to Subcontractors on a per Contract basis.

**Oracle Textura Supplemental Terms**

You will establish ACH terms separately, and You may leverage the Textura Early Payment Cloud Service for the electronic exchange of conditional and unconditional lien waivers. Additional terms specific to Your use of the EPP Cloud Services will apply. Applicable terms may be found in Appendix 2 to these Service Descriptions.

**Service Level Targets:** For purposes of Disaster Recovery and System Availability Level as described in the Oracle Cloud Policies referenced below, this Oracle Cloud Service has the following Service Level Targets:

<table>
<thead>
<tr>
<th>Recovery Time Objective (RTO)</th>
<th>Recovery Point Objective (RPO)</th>
<th>Target System Availability</th>
</tr>
</thead>
<tbody>
<tr>
<td>4 hours</td>
<td>30 minutes</td>
<td>99.5%</td>
</tr>
</tbody>
</table>

The Target System Availability does not apply in the event of a declared disaster.

**Oracle Cloud Policies and Pillar Documentation:**

Your order is subject to the Oracle Cloud Hosting and Delivery Policies and Oracle GBU Cloud Services Pillar Document, which may be viewed at [www.oracle.com/contracts](http://www.oracle.com/contracts).
Textura Early Payment Direct Cloud Service – Per Customer

Part #: B88704

Oracle will provide You with access to the Oracle Textura Early Payment Direct Cloud Service which grants you the ability to offer early payments to external suppliers for approved invoice(s) received directly from the Service.

Usage Limits:

- If uploaded to the services by You, the external supplier has the option to enroll in the Early Payment Program Direct (EPP Direct).
- EPP Direct is available for all approved invoice(s) within a single Contract imported to the Service for payment to an enrolled supplier.
- If the supplier enrolls with EPP Direct, You are granting the supplier the right to receive early settlement of its approved invoice(s).

Oracle Textura Supplemental Terms

You will establish ACH terms separately. Additional terms specific to Your use of the EPP Cloud Services will also apply. Applicable terms may be found in Appendix 2 to these Service Descriptions.

Service Level Targets: For purposes of Disaster Recovery and System Availability Level as described in the Oracle Cloud Policies referenced below, this Oracle Cloud Service has the following Service Level Targets:

<table>
<thead>
<tr>
<th>Recovery Time Objective (RTO)</th>
<th>Recovery Point Objective (RPO)</th>
<th>Target System Availability</th>
</tr>
</thead>
<tbody>
<tr>
<td>4 hours</td>
<td>30 minutes</td>
<td>99.5%</td>
</tr>
</tbody>
</table>

The Target System Availability does not apply in the event of a declared disaster.

Oracle Cloud Policies and Pillar Documentation:

Your order is subject to the Oracle Cloud Hosting and Delivery Policies and Oracle GBU Cloud Services Pillar Document, which may be viewed at www.oracle.com/contracts.
**Instantis Cloud Services – Retired Part Numbers**

**Instantis EnterpriseTrack Cloud Service-Hosted Named User**

Part #: B71685

Users of the Instantis EnterpriseTrack Cloud Service are authorized to access the following modules or functionalities:

- Idea Management
- Demand Management
- Resource Management
- Project Management (with Multi-initiative)
- Financial Management
- Time Management
- Portfolio Management
- Strategy Management
- Metrics Management
- Dashboards and Reports Module
- EnterpriseStream Module
- Administration and Configuration Management

**Usage Limits:** The Instantis EnterpriseTrack Cloud Service is subject to usage limits based on:

- a maximum number of Hosted Named Users as defined in Your order
- Oracle will provision two Environments for this Instantis EnterpriseTrack Base Cloud Service: Production and Nonproduction.
- Additional Nonproduction Environments may be purchased subject to additional fees.

The following usage limits apply per Hosted Named User:

<table>
<thead>
<tr>
<th>Licensed Metric</th>
<th>Database Storage (Records)</th>
<th>File Storage (MB)</th>
<th>Bandwidth</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hosted Named User (one Authorized User)</td>
<td>1000</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

**Service Level Targets:** The Cloud Service has the following service level targets:

<table>
<thead>
<tr>
<th>Cloud Service</th>
<th>Recovery Time Objective (RTO)</th>
<th>Recovery Point Objective (RPO)</th>
<th>Target System Availability</th>
</tr>
</thead>
<tbody>
<tr>
<td>Instantis EnterpriseTrack Cloud Service</td>
<td>12 hours</td>
<td>1 hour</td>
<td>99.5%</td>
</tr>
</tbody>
</table>

The Service Level Targets do not apply to the Nonproduction Environment(s). The Target System Availability does not apply in the event of a declared disaster. The Recovery Time and Recovery Point Objectives do not apply to customizations or third party software.

**Oracle Cloud Policies and Pillar Documentation:**

Your order for this Oracle Cloud Service is subject to the Oracle Cloud Hosting and Delivery Policies and GBU Cloud Services Pillar Document, which may be viewed at [www.oracle.com/contracts](http://www.oracle.com/contracts).
Instantis EnterpriseTrack Timesheets Cloud Service - Hosted Named User

Part #: B71686

Users of the Instantis EnterpriseTrack Timesheets Cloud Service are authorized to access the following module:

- Timesheets module

**Usage Limits:** The Instantis EnterpriseTrack Timesheets Cloud Service is subject to usage limits based on:

- a maximum number of Hosted Named Users as defined in Your order
- Oracle will provision two Environments for this Instantis EnterpriseTrack Timesheets Cloud Service: Production and Nonproduction. Additional Nonproduction Environments may be purchased subject to additional fees.

The following usage limits apply per Hosted Named User:

<table>
<thead>
<tr>
<th>Licensed Metric</th>
<th>Database Storage (Records)</th>
<th>File Storage (MB)</th>
<th>Bandwidth</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hosted Named User (one Authorized User)</td>
<td>1000</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

**Service Level Targets:** The Cloud Service has the following service level targets:

<table>
<thead>
<tr>
<th>Cloud Service</th>
<th>Recovery Time Objective (RTO)</th>
<th>Recovery Point Objective (RPO)</th>
<th>Target System Availability</th>
</tr>
</thead>
<tbody>
<tr>
<td>Instantis EnterpriseTrack Timesheets Cloud Service</td>
<td>12 hours</td>
<td>1 hour</td>
<td>99.5%</td>
</tr>
</tbody>
</table>

The Service Level Targets do not apply to the Nonproduction Environment(s). The Target System Availability does not apply in the event of a declared disaster. The Recovery Time and Recovery Point Objectives do not apply to customizations or third party software.

**Oracle Cloud Policies and Pillar Documentation:**

Your order for this Oracle Cloud Service is subject to the Oracle Cloud Hosting and Delivery Policies and GBU Cloud Services Pillar Document, which may be viewed at www.oracle.com/contracts.

Instantis Cloud Service Additional 1 GB File Storage

Part #: B76065

A block of Instantis Additional File Storage consists of 1GB. Each block of additional file storage purchased under the ordering document entitles You to utilize 1 GB of additional file storage and applies for the duration of the Service Period of the Instantis Cloud Service under the ordering document.

**Oracle Cloud Policies and Pillar Documentation:**

Your order for this Oracle Cloud Service is subject to the Oracle Cloud Hosting and Delivery Policies and GBU Cloud Services Pillar Document, which may be viewed at www.oracle.com/contracts.
Oracle Prime Portfolios Cloud Service – Per Hosted Named User

Part #: B86063

Users of the Oracle Prime Portfolios Cloud Service are authorized to access the following modules:

- Oracle Prime Portfolios
- Oracle BI Publisher *

* Usage is restricted to functionality integrated with Oracle Prime Portfolios Cloud Service. Direct access to BI Publisher is limited to users with BIAuthor role and for the sole purpose of creating or editing reports.

Usage Limits: The Oracle Prime Portfolios Cloud Service is subject to usage limits based on:

- a maximum number of Hosted Named Users as defined in Your order.
- Oracle will provision a single production environment for this Oracle Cloud Service.
  - The environment is dedicated for production use and will be periodically updated with latest patches and upgrades
  - Additional environments cannot be added for this Oracle Cloud Service.

The following usage limits apply per Hosted Named User per Environment:

<table>
<thead>
<tr>
<th>Licensed Metric</th>
<th>Database Storage (MB)</th>
<th>File Storage (MB)</th>
<th>Bandwidth</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hosted Named User</td>
<td>120</td>
<td>1000</td>
<td>NA</td>
</tr>
</tbody>
</table>

Service Level Targets: For purposes of Recovery Time Objective and Recovery Point Objective pursuant to Disaster Recovery, and System Availability as described in the Oracle Cloud Policies referenced below, this Oracle Cloud Service has the following service level targets for the Production Environment:

<table>
<thead>
<tr>
<th>Cloud Service</th>
<th>Recovery Time Objective (RTO)</th>
<th>Recovery Point Objective (RPO)</th>
<th>Target System Availability</th>
</tr>
</thead>
<tbody>
<tr>
<td>Oracle Prime Portfolios Cloud Service</td>
<td>72 hours</td>
<td>2 hours</td>
<td>99.5%</td>
</tr>
</tbody>
</table>

The Service Level Targets do not apply to the Nonproduction Environment(s). The Target System Availability does not apply in the event of a declared disaster. The Recovery Time and Recovery Point Objectives do not apply to customizations or third party software.

Oracle Cloud Policies and Pillar Documentation:

Your order for this Oracle Cloud Service is subject to the Oracle Cloud Hosting and Delivery Policies and GBU Cloud Services Pillar Document, which may be viewed at www.oracle.com/contracts.
Oracle Prime Projects Cloud Service – Per Hosted Named User

Part #: B86062

Users of the Oracle Prime Projects Cloud Service are authorized to access the following modules:

- Oracle Prime Projects
- Oracle Prime Progress
- Oracle BI Publisher *

* Usage is restricted to functionality integrated with Oracle Prime Projects Cloud Service. Direct access to BI Publisher is limited to users with BIAuthor role and for the sole purpose of creating or editing reports.

Usage Limits: The Oracle Prime Projects Cloud Service is subject to usage limits based on:

- a maximum number of Hosted Named Users as defined in Your order.
- Oracle will provision a single production environment for this Oracle Cloud Service.
  - The environment is dedicated for production use and will be periodically updated with latest patches and upgrades
  - Additional environments cannot be added for this Oracle Cloud Service.

The following usage limits apply per Hosted Named User per Environment:

<table>
<thead>
<tr>
<th>Licensed Metric</th>
<th>Database Storage (MB)</th>
<th>File Storage (MB)</th>
<th>Bandwidth</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hosted Named User</td>
<td>120</td>
<td>1000</td>
<td>NA</td>
</tr>
</tbody>
</table>

Service Level Targets: For purposes of Recovery Time Objective and Recovery Point Objective pursuant to Disaster Recovery, and System Availability as described in the Oracle Cloud Policies referenced below, this Cloud Service has the following service level targets for the Production Environment:

<table>
<thead>
<tr>
<th>Cloud Service</th>
<th>Recovery Time Objective (RTO)</th>
<th>Recovery Point Objective (RPO)</th>
<th>Target System Availability</th>
</tr>
</thead>
<tbody>
<tr>
<td>Oracle Prime Projects Cloud Service</td>
<td>72 hours</td>
<td>2 hours</td>
<td>99.5%</td>
</tr>
</tbody>
</table>

The Service Level Targets do not apply to the Nonproduction Environment(s). The Target System Availability does not apply in the event of a declared disaster. The Recovery Time and Recovery Point Objectives do not apply to customizations or third party software.

Oracle Cloud Policies and Pillar Documentation:

Your order for this Oracle Cloud Service is subject to the Oracle Cloud Hosting and Delivery Policies and GBU Cloud Services Pillar Document, which may be viewed at www.oracle.com/contracts.
Oracle Prime Progress Cloud Service – Per Hosted Named User

Part #: B86064

Users of the Oracle Prime Progress Cloud Service are authorized to access the following modules:

- Oracle Prime Progress

Usage Limits: The Oracle Prime Progress Cloud Service is subject to usage limits based on:

- a maximum number of Hosted Named Users as defined in Your order.
- Oracle will provision a single production environment for this Oracle Cloud Service.
  - The environment is dedicated for production use and will be periodically updated with latest patches and upgrades
  - Additional environments cannot be added for this Oracle Cloud Service.

The following usage limits apply per Hosted Named User per Environment:

<table>
<thead>
<tr>
<th>Licensed Metric</th>
<th>Database Storage (MB)</th>
<th>File Storage (MB)</th>
<th>Bandwidth</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hosted Named User</td>
<td>120</td>
<td>1000</td>
<td>NA</td>
</tr>
</tbody>
</table>

Service Level Targets: For purposes of Recovery Time Objective and Recovery Point Objective pursuant to Disaster Recovery, and System Availability as described in the Oracle Cloud Policies referenced below, this Cloud Service has the following service level targets for the Production Environment:

<table>
<thead>
<tr>
<th>Cloud Service</th>
<th>Recovery Time Objective (RTO)</th>
<th>Recovery Point Objective (RPO)</th>
<th>Target System Availability</th>
</tr>
</thead>
<tbody>
<tr>
<td>Oracle Prime Progress Cloud Service</td>
<td>72 hours</td>
<td>2 hours</td>
<td>99.5%</td>
</tr>
</tbody>
</table>

The Service Level Targets do not apply to the Nonproduction Environment(s). The Target System Availability does not apply in the event of a declared disaster. The Recovery Time and Recovery Point Objectives do not apply to customizations or third party software.

Oracle Cloud Policies and Pillar Documentation:

Your order for this Oracle Cloud Service is subject to the Oracle Cloud Hosting and Delivery Policies and GBU Cloud Services Pillar Document, which may be viewed at www.oracle.com/contracts.
Primavera Capital Planning Cloud Service - Hosted Named User

Part #: B70105

Users of the Primavera Capital Planning Cloud Service are authorized to access the following modules or functionalities:

- Portfolio Manager
- Planning Manager
- Document Manager
- User Administration
- uDesigner (Workflow)

Usage Limits: The Primavera Capital Planning Base Cloud Service is subject to usage limits based on:

- a maximum number of Hosted Named Users as defined in Your order
- Oracle will provision two Environments for this Primavera Capital Planning Base Cloud Service: Production and Nonproduction. Additional Nonproduction Environments may be purchased subject to additional fees.

The following usage limits apply per Hosted Named User:

<table>
<thead>
<tr>
<th>Licensed Metric</th>
<th>Database Storage (Records)</th>
<th>File Storage (MB)</th>
<th>Bandwidth</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hosted Named User (one Authorized User)</td>
<td>1000</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

Service Level Targets: The Cloud Service has the following service level targets:

<table>
<thead>
<tr>
<th>Cloud Service</th>
<th>Recovery Time Objective (RTO)</th>
<th>Recovery Point Objective (RPO)</th>
<th>Target System Availability</th>
</tr>
</thead>
<tbody>
<tr>
<td>Primavera Capital Planning Cloud Service</td>
<td>72 hours</td>
<td>2 hours</td>
<td>99.5%</td>
</tr>
</tbody>
</table>

The Service Level Targets do not apply to the Nonproduction Environment(s). The Target System Availability does not apply in the event of a declared disaster. The Recovery Time and Recovery Point Objectives do not apply to customizations or third party software.

Oracle Cloud Policies and Pillar Documentation:

Your order for this Oracle Cloud Service is subject to the Oracle Cloud Hosting and Delivery Policies and GBU Cloud Services Pillar Document, which may be viewed at www.oracle.com/contracts.
Primavera Project Delivery Management Cloud Service-Hosted Named User

Part #: B70106

Users of the Primavera Project Delivery Management Cloud Service are authorized to access the following modules or functionalities:

- uMail
- Project Mailbox
- Collaboration
- Document Manager
- User Administration
- uDesigner (Workflow)

**Usage Limits:** The Primavera Project Delivery Management Cloud Service is subject to usage limits based on:

- a maximum number of Hosted Named Users as defined in Your order
- Oracle will provision two Environments for this Primavera Project Delivery Management Cloud Service: Production and Nonproduction.
- Additional Environments may be purchased subject to additional fees.

The following usage limits apply per Hosted Named User:

<table>
<thead>
<tr>
<th>Licensed Metric</th>
<th>Database Storage (Records)</th>
<th>File Storage (MB)</th>
<th>Bandwidth</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hosted Named User (one Authorized User)</td>
<td>1000</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

**Service Level Targets:** The Cloud Service has the following service level targets:

<table>
<thead>
<tr>
<th>Cloud Service</th>
<th>Recovery Time Objective (RTO)</th>
<th>Recovery Point Objective (RPO)</th>
<th>Target System Availability</th>
</tr>
</thead>
<tbody>
<tr>
<td>Primavera Project Delivery Management Cloud Service</td>
<td>72 hours</td>
<td>2 hours</td>
<td>99.5%</td>
</tr>
</tbody>
</table>

The Service Level Targets do not apply to the Nonproduction Environment(s). The Target System Availability does not apply in the event of a declared disaster. The Recovery Time and Recovery Point Objectives do not apply to customizations or third party software.

**Oracle Cloud Policies and Pillar Documentation:**

Your order for this Oracle Cloud Service is subject to the Oracle Cloud Hosting and Delivery Policies and GBU Cloud Services Pillar Document, which may be viewed at [www.oracle.com/contracts](http://www.oracle.com/contracts).
Primavera Cost Controls Cloud Service-Hosted Named User

Part #: B70107

Users of the Primavera Cost Controls Cloud Service are authorized to access the following modules or functionalities:

- Gates
- Cost Sheet (WBS)
- SOVs
- Funding Manager
- Cash Flow
- Earned Value
- Schedule Manager
- Resource Manager
- Bid Manager
- Document Manager
- User Administration
- uDesigner (Workflow)

**Usage Limits:** The Primavera Cost Controls Cloud Service is subject to usage limits based on:

- a maximum number of Hosted Named Users as defined in Your order
- Oracle will provision two Environments for this Primavera Cost Controls Cloud Service: Production and Nonproduction.
- Additional Nonproduction Environments may be purchased subject to additional fees.

The following usage limits apply per Hosted Named User:

<table>
<thead>
<tr>
<th>Licensed Metric</th>
<th>Database Storage (Records)</th>
<th>File Storage (MB)</th>
<th>Bandwidth</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hosted Named User (one Authorized User)</td>
<td>1000</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

**Service Level Targets:** The Cloud Service has the following service level targets:

<table>
<thead>
<tr>
<th>Cloud Service</th>
<th>Recovery Time Objective (RTO)</th>
<th>Recovery Point Objective (RPO)</th>
<th>Target System Availability</th>
</tr>
</thead>
<tbody>
<tr>
<td>Primavera Cost Controls Cloud Service</td>
<td>72 hours</td>
<td>2 hours</td>
<td>99.5%</td>
</tr>
</tbody>
</table>

The Service Level Targets do not apply to the Nonproduction Environment(s). The Target System Availability does not apply in the event of a declared disaster. The Recovery Time and Recovery Point Objectives do not apply to customizations or third party software.

**Oracle Cloud Policies and Pillar Documentation:**

Your order for this Oracle Cloud Service is subject to the *Oracle Cloud Hosting and Delivery Policies* and *GBU Cloud Services Pillar Document*, which may be viewed at [www.oracle.com/contracts](http://www.oracle.com/contracts).
Primavera Facility Management Cloud Service – Per Hosted Named User

Part #: B79673

Users of the Primavera Facility Management Cloud Service are authorized to access the following modules or functionalities:

- Work Order Management (Corrective and Preventative)
- Space Manager
- Reservation Management
- Self-Service Portal
- Cost Sheet (Generic)
- Document Manager
- User Administration
- uDesigner (Workflow)
- Asset Manager
- Oracle BI Publisher *

* Usage is restricted to functionality integrated with Primavera Facility Management Cloud Service

**Usage Limits:** The Primavera Facility Management Cloud Service is subject to usage limits based on:

- a maximum number of Hosted Named Users as stated in Your order
- Oracle will provision two Environments for this Cloud Service: Production and Nonproduction. Additional Nonproduction Environments may be purchased subject to additional fees.

The following usage limits apply per Hosted Named User:

<table>
<thead>
<tr>
<th>Licensed Metric</th>
<th>Database Storage (MB)</th>
<th>File Storage (MB)</th>
<th>Bandwidth</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hosted Named User— Production Environment</td>
<td>200</td>
<td>5000</td>
<td>N/A</td>
</tr>
<tr>
<td>Hosted Named User— Nonproduction Environment</td>
<td>200</td>
<td>1000</td>
<td>NA</td>
</tr>
</tbody>
</table>

**Service Level Targets:** For purposes of Recovery Time Objective and Recovery Point Objective pursuant to Disaster Recovery, and System Availability as described in the Oracle Cloud Policies referenced below, this Cloud Service has the following service level targets for the Production Environment:

<table>
<thead>
<tr>
<th>Cloud Service</th>
<th>Recovery Time Objective (RTO)</th>
<th>Recovery Point Objective (RPO)</th>
<th>Target System Availability</th>
</tr>
</thead>
<tbody>
<tr>
<td>Primavera Facility Management Cloud Service</td>
<td>72 hours</td>
<td>2 hours</td>
<td>99.5%</td>
</tr>
</tbody>
</table>

The Service Level Targets do not apply to the Nonproduction Environment(s). The Target System Availability does not apply in the event of a declared disaster. The Recovery Time and Recovery Point Objectives do not apply to customizations or third party software.

**Oracle Cloud Policies and Pillar Documentation:**

Your order for this Oracle Cloud Service is subject to the Oracle Cloud Hosting and Delivery Policies and GBU Cloud Services Pillar Document, which may be viewed at www.oracle.com/contracts.
Primavera Real Estate Management Cloud Service – Per Hosted Named User

Part #: B79674

Users of the Primavera Real Estate Management Cloud Service are authorized to access the following modules or functionalities:

- Transaction Management
- Lease Management
- Cost Sheet (Generic)
- Document Manager
- User Administration
- uDesigner (Workflow)
- Asset Manager
- Oracle BI Publisher *

* Usage is restricted to functionality integrated with Primavera Real Estate Management Cloud Service

Usage Limits: The Primavera Real Estate Management Cloud Service is subject to usage limits based on:

- a maximum number of Hosted Named Users as defined in Your order
- Oracle will provision two Environments for this Cloud Service: Production and Nonproduction.
- Additional Nonproduction Environments may be purchased subject to additional fees.

The following usage limits apply per Hosted Named User:

<table>
<thead>
<tr>
<th>Licensed Metric</th>
<th>Database Storage (MB)</th>
<th>File Storage (MB)</th>
<th>Bandwidth</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hosted Named User – Production Environment</td>
<td>200</td>
<td>5000</td>
<td>N/A</td>
</tr>
<tr>
<td>Hosted Named User – Nonproduction Environment</td>
<td>200</td>
<td>1000</td>
<td>N/A</td>
</tr>
</tbody>
</table>

Service Level Targets: For purposes of Recovery Time Objective and Recovery Point Objective pursuant to Disaster Recovery, and System Availability as described in the Oracle Cloud Policies referenced below, this Cloud Service has the following service level targets for the Production Environment:

<table>
<thead>
<tr>
<th>Cloud Service</th>
<th>Recovery Time Objective (RTO)</th>
<th>Recovery Point Objective (RPO)</th>
<th>Target System Availability</th>
</tr>
</thead>
</table>
| Primavera Real Estate Management Cloud Service | 72 hours                     | 2 hours                       | 99.5%                     

The Service Level Targets do not apply to the Nonproduction Environment(s). The Target System Availability does not apply in the event of a declared disaster. The Recovery Time and Recovery Point Objectives do not apply to customizations or third party software.

Oracle Cloud Policies and Pillar Documentation:

Your order for this Oracle Cloud Service is subject to the Oracle Cloud Hosting and Delivery Policies and GBU Cloud Services Pillar Document, which may be viewed at www.oracle.com/contracts.
Oracle Primavera Prime Project and Program Management Cloud Service – Per Hosted Named User

Part #: B82314

Users of the Oracle Primavera Prime Project and Program Management Cloud Service are authorized to access the following modules:

- Project and Program Management
- Oracle BI Publisher *
- Primavera Gateway
- Oracle UPK

* Usage is restricted to functionality integrated with Primavera Prime Project and Program Management Cloud Service

Usage Limits: The Oracle Primavera Prime Project and Program Management Cloud Service is subject to usage limits based on:

- a maximum number of Hosted Named Users as defined in Your order.
- Oracle will provision two Environments for this Oracle Primavera Prime Project and Program Management Cloud Service: Production and Nonproduction. Additional Nonproduction Environments may be purchased subject to additional fees.

The following usage limits apply per Hosted Named User per Environment:

<table>
<thead>
<tr>
<th>Licensed Metric</th>
<th>Database Storage (MB)</th>
<th>File Storage (MB)</th>
<th>Bandwidth</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hosted Named User</td>
<td>120</td>
<td>1000</td>
<td>NA</td>
</tr>
</tbody>
</table>

Service Level Targets: For purposes of Recovery Time Objective and Recovery Point Objective pursuant to Disaster Recovery, and System Availability as described in the Oracle Cloud Policies referenced below, this Oracle Cloud Service has the following service level targets for the Production Environment:

<table>
<thead>
<tr>
<th>Cloud Service</th>
<th>Recovery Time Objective (RTO)</th>
<th>Recovery Point Objective (RPO)</th>
<th>Target System Availability</th>
</tr>
</thead>
<tbody>
<tr>
<td>Oracle Primavera Prime Project and Program Management Cloud Service</td>
<td>72 hours</td>
<td>2 hours</td>
<td>99.5%</td>
</tr>
</tbody>
</table>

The Service Level Targets do not apply to the Nonproduction Environment(s). The Target System Availability does not apply in the event of a declared disaster. The Recovery Time and Recovery Point Objectives do not apply to customizations or third party software.

Oracle Cloud Policies and Pillar Documentation:

Your order for this Oracle Cloud Service is subject to the Oracle Cloud Hosting and Delivery Policies and GBU Cloud Services Pillar Document, which may be viewed at www.oracle.com/contracts.
Oracle Primavera Prime Capital Plan Management Cloud Service – Per Hosted Named User

Part #: B82315

Users of the Oracle Primavera Prime Capital Plan Management Cloud Service are authorized to access the following modules:

- Capital Plan Management
- Oracle BI Publisher *
- Primavera Gateway
- Oracle UPK

* Usage is restricted to functionality integrated with Primavera Prime Capital Plan Management Cloud Service

Usage Limits: The Oracle Primavera Prime Capital Plan Management Cloud Service is subject to usage limits based on:

- a maximum number of Hosted Named Users as defined in Your order.
- Oracle will provision two Environments for this Oracle Primavera Prime Capital Plan Management Cloud Service: Production and Nonproduction. Additional Nonproduction Environments may be purchased subject to additional fees.

The following usage limits apply per Hosted Named User per Environment:

<table>
<thead>
<tr>
<th>Licensed Metric</th>
<th>Database Storage (MB)</th>
<th>File Storage (MB)</th>
<th>Bandwidth</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hosted Named User</td>
<td>120</td>
<td>1000</td>
<td>NA</td>
</tr>
</tbody>
</table>

Service Level Targets: For purposes of Recovery Time Objective and Recovery Point Objective pursuant to Disaster Recovery, and System Availability as described in the Oracle Cloud Policies referenced below, this Cloud Service has the following service level targets for the Production Environment:

<table>
<thead>
<tr>
<th>Cloud Service</th>
<th>Recovery Time Objective (RTO)</th>
<th>Recovery Point Objective (RPO)</th>
<th>Target System Availability</th>
</tr>
</thead>
<tbody>
<tr>
<td>Oracle Primavera Prime Capital Plan Management Cloud Service</td>
<td>72 hours</td>
<td>2 hours</td>
<td>99.5%</td>
</tr>
</tbody>
</table>

The Service Level Targets do not apply to the Nonproduction Environment(s). The Target System Availability does not apply in the event of a declared disaster. The Recovery Time and Recovery Point Objectives do not apply to customizations or third party software.

Oracle Cloud Policies and Pillar Documentation:

Your order for this Oracle Cloud Service is subject to the Oracle Cloud Hosting and Delivery Policies and GBU Cloud Services Pillar Document, which may be viewed at www.oracle.com/contracts.
Oracle Primavera Prime Risk Management Cloud Service – Per Hosted Named User

Part #: B82316

Users of the Oracle Primavera Prime Risk Management Cloud Service are authorized to access the following modules:

- Risk Management
- Oracle BI Publisher *
- Primavera Gateway
- Oracle UPK

* Usage is restricted to functionality integrated with Primavera Prime Risk Management Cloud Service

Usage Limits: The Oracle Primavera Prime Risk Management Cloud Service is subject to usage limits based on:

- a maximum number of Hosted Named Users as defined in Your order.
- Oracle will provision two Environments for this Cloud Service: Production and Nonproduction. Additional Nonproduction Environments may be purchased subject to additional fees.

The following usage limits apply per Hosted Named User per Environment:

<table>
<thead>
<tr>
<th>Licensed Metric</th>
<th>Database Storage (MB)</th>
<th>File Storage (GB)</th>
<th>Bandwidth</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hosted Named User</td>
<td>120</td>
<td>1000</td>
<td>NA</td>
</tr>
</tbody>
</table>

Service Level Targets: For purposes of Recovery Time Objective and Recovery Point Objective pursuant to Disaster Recovery, and System Availability as described in the Oracle Cloud Policies referenced below, this Cloud Service has the following service level targets for the Production Environment:

<table>
<thead>
<tr>
<th>Cloud Service</th>
<th>Recovery Time Objective (RTO)</th>
<th>Recovery Point Objective (RPO)</th>
<th>Target System Availability</th>
</tr>
</thead>
<tbody>
<tr>
<td>Oracle Primavera Prime Risk Management Cloud Service</td>
<td>72 hours</td>
<td>2 hours</td>
<td>99.5%</td>
</tr>
</tbody>
</table>

The Service Level Targets do not apply to the Nonproduction Environment(s). The Target System Availability does not apply in the event of a declared disaster. The Recovery Time and Recovery Point Objectives do not apply to customizations or third party software.

Oracle Cloud Policies and Pillar Documentation:

Your order for this Oracle Cloud Service is subject to the Oracle Cloud Hosting and Delivery Policies and GBU Cloud Services Pillar Document, which may be viewed at [www.oracle.com/contracts](http://www.oracle.com/contracts).
Primavera Cloud Service Additional Production Database

Part #: B82211

This Primavera Cloud Service Additional Production Database provides for one additional production access point within an existing full deployment of one of the following Primavera Cloud Services separately purchased by You:

- Primavera P6 Enterprise Project Portfolio Management Cloud Service
- Primavera Prime Project and Program Management Cloud Service
- Primavera Prime Capital Plan Management Cloud Service
- Primavera Prime Risk Management Cloud Service
- Primavera Unifier Project Controls Cloud Service
- Primavera Unifier Facility Management Cloud Service
- Primavera Unifier Real Estate Management Cloud Service

Each Additional Production Database will be created as a separate schema within the production database instance of the applicable Primavera Cloud Service listed above. All backup and restore activities are performed at the instance level of the Primavera Cloud Service and all schemas within the instance will be backed up and restored together. The maintenance or upgrade schedule for the Additional Production Database will be the same as the schedule for the Production Environment of the Primavera Cloud Service. If You ordered more than one Primavera Cloud Service Additional Production Database, Oracle will logically separate, and provide You with a unique URL for, each such database within the Production Environment of the Primavera Cloud Service.

Usage Limits: The Primavera Cloud Service Additional Production Database defined above is subject to usage limits based upon:

- a maximum number of Production Environments for Your Primavera Cloud Service as defined in Your order.
- Future expansions of this Primavera Cloud Service Additional Production Database may be subject to additional fees.
- You are required to acquire, and maintain for the duration of this Primavera Cloud Service Additional Production Database, one of the Primavera Cloud Services listed above.

Oracle Cloud Policies and Pillar Documentation:

Your order for this Oracle Cloud Service is subject to the Oracle Cloud Hosting and Delivery Policies and GBU Cloud Services Pillar Document, which may be viewed at www.oracle.com/contracts.

Primavera Cloud Service Additional 1 GB File Storage

Part #: B76064

A block of Primavera Additional File Storage consists of 1 GB. Each block of Additional File Storage purchased under the ordering document entitles You to utilize 1 GB of additional file storage and applies for the duration of the Service Period of the Primavera Cloud Service under the ordering document.

Oracle Cloud Policies and Pillar Documentation:

Your order for this Oracle Cloud Service is subject to the Oracle Cloud Hosting and Delivery Policies and GBU Cloud Services Pillar Document, which may be viewed at www.oracle.com/contracts.
Primavera Cloud Service Additional 1 GB Database Storage

Part #: B76060

A block of Primavera Additional Database Storage consists of 1 GB. Each block of Additional Database Storage purchased under the ordering document entitles You to utilize 1 GB of additional database storage and applies for the duration of the Service Period of the Primavera Cloud Service under the ordering document.

Oracle Cloud Policies and Pillar Documentation:

Your order for this Oracle Cloud Service is subject to the Oracle Cloud Hosting and Delivery Policies and GBU Cloud Services Pillar Document, which may be viewed at www.oracle.com/contracts.
### APPENDIX 1

**ON-PREMISE TO CLOUD MIGRATION SUPPORT - PRIMAVERA CLOUD SERVICES**

1. **On-Premise to Cloud Migration Support**

   This offering includes on premise to cloud migration support for one (1) production instance of your P6 Enterprise Project Portfolio Management ("P6 EPPM") database for common configurations. For configurations that do not match the assumptions and exclusions listed below, Oracle recommends engagement of Professional Services for a custom migration service (fees apply). All support, oral and written, will be provided in the English language. All support is assumed to be remote.

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Assumptions/ Customer Obligations:</th>
<th>Exclusions</th>
</tr>
</thead>
</table>
| Kickoff and Cloud Readiness Assessment | · Kickoff and assessment of impacts of upgrade and migration on current implementation | · Primavera Virtual Desktop (PVD) configuration support  
· SAML 2.0 configuration support |
| Initial Upgrade of P6 EPPM 8.1 or higher Oracle database to the current approved cloud version | · Database is less than 100GB  
· Database is at least Oracle 10g  
· You provide your database to Oracle via sFTP | · P6 EPPM versions prior to 8.1  
· P6 Professional Databases  
· SQL Server Databases  
· Database Customizations  
· External File Repositories Migration  
· Reports Migration  
· Custom Interface Migration |
| Provide upgraded database and users to Cloud Operations for initial import into cloud environment | · Scheduled directly with Oracle CSM  
· To be done during the week | · Training materials |
| Cloud Administration Orientation | · Up to 4 hours of remote coaching for up to 4 of your administrators | · Consultation, coaching or training around new features and functionality  
· Configuration of new features or functionality |
| Support for your User Acceptance Testing ("UAT") activities | · Up to 2 days remote assistance  
· Issue escalation | |
| Final Upgrade of P6 EPPM 8.1 or higher Oracle database to the current approved cloud version | · Database is less than 100GB  
· You provide your database to Oracle via sFTP | · P6 EPPM versions prior to 8.1  
· P6 Professional Databases  
· SQL Server Databases  
· Database Customizations  
· External File Repositories Migration  
· Reports Migration  
· Custom Interface Migration |
| Provide upgraded database and users to Cloud Operations for final import into cloud environment | · Scheduled directly with Oracle CSM  
· May be done on a weekend | |
| Support for your post go-live activities | · Up to 2 days remote assistance  
· Issue escalation | |
1. **Oracle Textura Payment Management Cloud Service Terms.** Your use of the Oracle Textura Payment Management Cloud Services (the “TPM Services”) is governed by the Agreement, as supplemented and (where expressly stated) amended by these supplemental terms.

1.1 **Payment**

You hereby give Oracle permission to automatically deduct Subcontractor transaction fees from payments processed through the TPM Services and for Oracle to collect Subcontractor usage fees by ACH (as defined below), debit, or credit card payment, in accordance with Your order.

You shall comply with and be bound by the Automated Clearing House (“ACH”) Operating Rules and/or any other applicable international electronic funds transfer laws and regulations applicable to Your use of the TPM Services. You shall not initiate entries through the ACH system or other electronic payments system in violation of any applicable international, federal, state, or local laws and regulations, including, without limitation to, laws and regulations administered by the U.S. Office of Foreign Asset Control.

You hereby authorize Oracle to act as Your data processing agent for the purpose of transmitting credit and/or debit entries to your financial institution for its processing and transmittal through the ACH system or other applicable electronic payments system. You acknowledge and agree that the Agreement will serve as a “pre-authorized debit agreement” under applicable law. You also agree to execute any further documentation reasonably requested by Oracle to enable Oracle to transmit credit and/or debit entries to Your financial institution as provided in this paragraph.

You acknowledge that payments made through the ACH system or other applicable electronic payments system in connection with the TPM Services may only be made to domestic bank accounts, and You therefore agree to maintain and use only domestic bank accounts in connection with Your use of the TPM Services.

You acknowledge that all payments made through the TPM Services will be electronic payments, and You agree to send and/or receive any such payments electronically. You are responsible for providing complete and accurate contact and payment information necessary to effect electronic payments between parties using the TPM Services.

Oracle is not responsible for failure by any User to accurately and completely enter contact or payment information, and Oracle makes no warranties or representations as to the accuracy or completeness of such information.

You are responsible for updating the contact and payment information whenever necessary, including, without limitation to, bank account information, organization information, and User information.

**IF ORACLE RECEIVES A FINE OR FORFEITURE AS A RESULT OF YOUR FAILURE TO PROPERLY MAINTAIN OR UPDATE YOUR CONTACT OR PAYMENT INFORMATION, YOU AGREE TO INDEMNIFY ORACLE FOR THE AMOUNT OF SUCH FINE OR FORFEITURE.** Note: This section supplements, but does not replace, the “INDEMNIFICATION” section of the Agreement.

Oracle is not responsible for any participant not receiving payment due to a failure by You to maintain and/or
update accurate contact or payment information.

You shall ensure that electronic credits and debits are authorized to be made on Your bank account and shall maintain sufficient funds in Your bank account for payment of the fees.

1.2 Lien Waivers
You may use the TPM Services for the electronic exchange of conditional and unconditional lien waivers.

ORACLE MAY RELEASE UNCONDITIONAL LIEN WAIVERS ONLY AFTER PAYMENT TO WHICH THE WAIVER(S) RELATE HAS BEEN COMPLETED (AS DEFINED BELOW) TO THE RELEASING PARTY (“PAYEE”), UNLESS OTHERWISE EXPRESSLY SPECIFIED IN THE PAYOR’S CONTRACT WITH THE PAYEE AND THEN, ONLY IF BOTH EXPRESSLY INSTRUCTED BY THE PAYOR AND AGREED TO BY PAYEE. ORACLE HAS THE RIGHT TO DEMAND REASONABLE VERIFICATION OF THE EXISTENCE OF SUCH CONTRACTUAL PROVISIONS.

A payment is “Completed” seventy two (72) hours (excluding weekends and bank holidays) after payment instructions have been transmitted to payor’s bank unless Oracle receives a Notice of Non-Payment (as defined herein) within sixty (60) hours (excluding weekends and bank holidays) after transmission of such payment instructions. A “Notice of Non-Payment” is a written notice to Oracle, either from the releasing party or the ACH bank network, that payment was not received by releasing party after payment instructions were transmitted to the payor’s bank.

IF ORACLE TIMELY RECEIVES A NOTICE OF NON-PAYMENT, IT WILL NOT RELEASE THE UNCONDITIONAL LIEN WAIVER TO WHICH THE NOTICE OF NON-PAYMENT RELATES UNTIL IT RECEIVES CONFIRMATION THAT PAYMENT HAS BEEN RECEIVED BY THE RELEASING PARTY. ORACLE IS NOT RESPONSIBLE FOR RELEASEING AN UNCONDITIONAL LIEN WAIVER PRIOR TO A RELEASING PARTY’S ACTUAL RECEIPT OF PAYMENT IF, BEFORE THE LIEN WAIVER WAS RELEASED, THE APPLICABLE PAYMENT WAS “COMPLETED” AS DEFINED HEREIN.

ORACLE IS NOT RESPONSIBLE FOR PAYMENT OF FUNDS ONCE INSTRUCTIONS HAVE BEEN TRANSMITTED.

RELEASING PARTIES AGREE TO PROMPTLY CARRY OUT SUCH ACTIONS AS MAY BE NECESSARY FOR THE PAYMENT INSTRUCTIONS TO BE PROCESSED BY THE RELEASING PARTY’S BANK, NOT TO ALTER OR DELETE ANY INFORMATION CONTAINED IN THE PAYMENT INSTRUCTIONS, AND NOT TO OTHERWISE IMPEDE OR UNNECESSARILY DELAY THE PROCESSING OF THE PAYMENT INSTRUCTIONS BY THE BANK WITHOUT WRITTEN NOTIFICATION TO ORACLE WITHIN 24 HOURS OF THEIR HAVING DONE SO. ORACLE IS NOT RESPONSIBLE FOR ENSURING THAT THE RELEASING PARTY COMPLIES WITH THESE REQUIREMENTS.

SUB-TIER LIEN WAIVERS SUBMITTED USING THE SERVICES BY PARTIES WHO ARE NOT USING THE SYSTEM FOR INVOICING AND PAYMENT WILL BE RELEASED IMMEDIATELY. ORACLE IS NOT RESPONSIBLE FOR ENSURING THAT THESE PARTIES ARE PAID.

This section does not apply to Projects located in Canada.

2. EPP Cloud Services Terms. Your use of Oracle’s Textura Early Payment Cloud Service and/or Textura Early Payment Direct Cloud Service (the “EPP Cloud Services”) is governed by the Agreement, as supplemented and (where expressly stated) amended by these supplemental terms.

2.1 Additional Buyer Terms

Definitions

“Approved Amount” means the amount equal to (and in the currency of) the sum approved for payment by You on an Approved Invoice (including all taxes, duties and levies, but net of any retainage¹, discounts, credits or other allowances which may have been applied by You other than a Settlement Fee for early payment in the
EPP Cloud Services) as communicated by You on the EPP Cloud Services. In the case of an Approved Invoice in respect of which there is a Settlement Request, the "Approved Amount" shall be as registered on the EPP Cloud Services immediately before the relevant Settlement Request.

“Approved Invoice” means an Invoice issued by the Supplier and which has been communicated by You to the EPP Cloud Services with the status “disburse”, showing that You have validated and confirmed the Invoice for payment to Supplier.

“Buyer” means a party (including a general contractor when leveraging EPP Cloud Services) that has an independent business relationship with a Supplier under which Supplier provides Buyer goods and/or services.

“EPP Data” means all data and documents uploaded, entered, or otherwise submitted by You to, or received by You through, the EPP Cloud Services.

“Funder” means the financial institution which effects or facilitates the funding or transfer of funds for the purposes of a Settlement.

“Invoice” means a written document, whether or not created or originated according to a prior instrument, including without limitation created by an automated ordering or procurement system or data exchange or as the result of a goods and/or services receipt and which represents a Receivable, setting forth the goods and/or services provided with a statement of the sum due for such goods and/or services.

“Receivable” means an account receivable or purported account receivable which comprises rights to receive any and all present and future payments of money due and payable, whether due now or payable in the future as a result of the supply of goods and/or services by a Supplier.

“Settlement” means following a Settlement Request and where the Invoice is an Approved Invoice, the agreement by Funder in its sole discretion (as communicated by Funder to the EPP Cloud Services) to make an early and reduced payment to be made in respect of the applicable Approved Amount.

“Settlement Fee” means the fee, specified as a percentage and amount of a reduction of an Approved Amount, applied to an Approved Invoice for early Settlement, as displayed on the EPP Cloud Services immediately before the relevant Settlement Request.

“Settlement Request” means a request by Supplier via the EPP Cloud Services for early and reduced payment to be made in respect of Approved Amounts.

“Supplier” means individuals, Subcontractors or entities who supply goods and/or services to You, the Buyer.

Use of EPP Data

EPP Data may be disclosed by Oracle to Funder and any other parties necessarily associated with the EPP Cloud Services to facilitate use and operation of the EPP Cloud Services.

Early Payment Fees

You acknowledge that Oracle does not set, and is not responsible for setting, the Settlement Fee of any Invoice processed through the EPP Cloud Services.

Uncommitted Nature of Funding

The EPP Cloud Services are an uncommitted arrangement on the part of Funder. Oracle does not make any
representation or warranty that (1) Funder will make available any particular amount of money to fund Invoices submitted through the EPP Cloud Services; or (2) Funder will pay any particular Settlement amount through the EPP Cloud Services.

No Guaranteed Applicability of EPP Cloud Services
Oracle makes no representation or warranty that Funder will accept any Invoice for early payment in the EPP Cloud Services.

Lien Waivers
The "Lien Waivers" section of these supplemental terms applies to payments processed through the EPP Cloud Services, except that references in such section to “72 hours” and “60 hours” shall be replaced with “120 hours” and “108 hours”, respectively.

Limitation of Liability
Note: This section supplements, but does not replace, the “LIMITATION OF LIABILITY” section of the Agreement.
IN NO EVENT SHALL ORACLE OR ITS AFFILIATES BE LIABLE FOR DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, EXEMPLARY, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR ANY LOSS OF REVENUE, PROFITS, SALES, DATA, DATA USE, GOODWILL OR REPUTATION EVEN IF MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN AN ACTION UNDER CONTRACT, NEGLIGENCE OR OTHER THEORY, ARISING OUT OF OR IN CONNECTION WITH THE EPP CLOUD SERVICES, INCLUDING BUT NOT LIMITED TO ANY OF THE FOLLOWING: (1) THE FAILURE, FOR ANY REASON, TO RECEIVE EARLY PAYMENT OF ANY INVOICE UNDER THE EPP CLOUD SERVICES; (2) THE FINANCIAL, FINANCING, AND FUNDING ARRANGEMENTS, AGREEMENTS, AND TRANSACTIONS UNDERTAKEN BY FUNDER IN CONNECTION WITH OR RELATED TO THE EPP CLOUD SERVICES; (3) ANY FINANCING ASPECTS OF THE EPP CLOUD SERVICES; (4) THE ACCOUNTING TREATMENT OR TAX CONSEQUENCES ARISING OUT OF YOUR PARTICIPATION IN THE EPP CLOUD SERVICES; OR (5) THE FAILURE OR ALLEGED FAILURE OF THE EPP CLOUD SERVICES, OR ANY PARTY INVOLVED THEREWITH, TO COMPLY WITH APPLICABLE LAWS.

1 Does not apply to Textura Early Payment Direct Cloud Service

2.2 Additional Supplier Terms
Definitions
“Approved Amount” means the amount equal to (and in the currency of) the sum approved for payment by Your Buyer on an Approved Invoice (including all taxes, duties and levies, but net of any retainage1, discounts, credits or other allowances which may have been applied by Your Buyer other than a Settlement Fee for early payment in the EPP Cloud Services) as communicated by Your Buyer on the EPP Cloud Services. In the case of an Approved Invoice in respect of which there is a Settlement Request, the “Approved Amount” shall be as registered on the EPP Cloud Services immediately before the relevant Settlement Request.

“Approved Invoice” means an Invoice issued by You and which has been communicated by Your Buyer to the EPP Cloud Services with the status “disburse”, showing that Your Buyer has validated and confirmed the Invoice for payment to You.

“Buyer” means a party (including a General Contractor when leveraging Textura Early Payment Cloud Service) that You have an independent business relationship with under which You provide goods and/or services, and which is enrolled in the EPP Cloud Services.
“Buyer Agreement” means the agreement(s) between You, as a Supplier, and the Buyer with respect to providing Buyer Your goods and/or services.

“EPP Data” means all data and documents uploaded, entered, or otherwise submitted by You, to You, or received by You through, the EPP Cloud Services.

“Funder” means the financial institution which effects or facilitates the funding or transfer of funds for the purposes of a Settlement.

“Invoice” means a written document, whether or not created or originated according to a prior instrument, including without limitation created by an automated ordering or procurement system or data exchange or as the result of a goods and/or services receipt and which represents a Receivable, setting forth the goods and/or services provided with a statement of the sum due for such goods and/or services.

“Receivable” means an account receivable or purported account receivable which comprises rights to receive any and all present and future payments of money due and payable, whether due now or payable in the future as a result of the supply of goods and/or services by a Supplier.

“Settlement” means following a Settlement Request and where the Invoice is an Approved Invoice, the agreement by Funder in its sole discretion (as communicated by Funder to the EPP Cloud Services) to make an early and reduced payment to be made in respect of the applicable Approved Amount.

“Settlement Fee” means the fee, specified as a percentage and amount of a reduction of an Approved Amount, applied to an Approved Invoice for early Settlement, as displayed on the EPP Cloud Services immediately before the relevant Settlement Request.

“Settlement Payment” means the payment, made by the Funder of the Approved Amount less the Fee in settlement of an Approved Invoice, made possible by the EPP Cloud Services.

“Settlement Request” means a request by You via the EPP Cloud Services for early and reduced payment to be made in respect of Approved Amounts.

“Supplier” means an individual, subcontractor or entity who supplies goods and/or services to the Buyer.

“Users” means each of Your employees, agents, contractors, consultants or other individuals who use the EPP Cloud Services with Your log-ins.

EPP Cloud Services Funding Statement

1. The Buyer has arranged that, through the EPP Cloud Services, You may receive early payment net of a Settlement Fee in respect of Approved Invoices. The Settlement Fee for each early payment will be displayed on the EPP Cloud Services or otherwise communicated to You. The Settlement Fee may be shared between the Buyer, the Funder and Oracle. It is always Your decision whether to enroll in the EPP Cloud Services. An Approved Invoice might not be paid early net of a Settlement Fee at the discretion of the Funder. In such case, the Approved Invoice remains payable to You by the Buyer in accordance with the usual payment terms of the Buyer Agreement.

2. You are solely responsible for determining when and whether to enroll in the EPP Cloud Services and, via the EPP Cloud Services, to obtain early payment for a Settlement Fee in settlement of Approved Invoices. You agree that Users are duly authorized to act on Your behalf and that You are bound by their actions when using the EPP Cloud Services, including actions they take, to obtain an early payment for a Settlement Fee in lieu of receiving an Approved Amount on the applicable Approved Invoice.

3. You shall be solely responsible for ensuring that any EPP Data You and Your Users submit to the EPP Cloud Services with respect to the Buyer, Approved Invoices, remit-to information, and bank details is correct, accurate, up-to-date and that it may be transmitted to and used by the Funder for the purposes of the EPP Cloud Services and to effect any Settlement Payment.
4. When You enroll in the EPP Cloud Services, You will be agreeing, without any further actions of any party, to modify the terms of the relevant Buyer Agreement regarding payment of the Approved Invoice(s) designated by You. You agree that such modification is effective, notwithstanding any formalities for amendment required by the terms of the Buyer Agreement.

5. Payment of the Settlement Payment to Your bank account, the details of which You have submitted to the EPP Cloud Services for receipt of payment, extinguishes the Buyer’s obligation to make payment to You of the Approved Amount for the applicable Approved Invoice, regardless of whether there was any mistake, fraud or negligence on Your behalf with respect to Your append of such bank account information.

6. All Approved Invoices must be, and You hereby represent that all Approved Invoices are, in respect of genuine and lawful trade transactions arising in the ordinary course of business, and the goods and/or services which give rise to each Approved Invoice may not include any goods or services the supply or receipt of which is contrary to applicable law (including without limitation applicable national and international export control, trade sanction and embargo laws, regulations, treaties and conventions).

Use of EPP Data

Your EPP Data may be disclosed by Funder, Oracle, Buyer and other approved parties associated with the EPP Cloud Services to third parties for the purposes of processing and transmitting it to the Buyer or to parties providing funds as required to make payments to You or to otherwise facilitate use and operation of the EPP Cloud Services.

Early Payment Fees

Oracle does not set, and is not responsible for setting, the Settlement Fee of any Invoice processed through the EPP Cloud Services. The Settlement Fee is set solely by the Buyer(s) to whom You submit invoices through the EPP Cloud Services. The Settlement Fee is subject to change at any time. If the Settlement Fee increases, Oracle will notify You, and You will be given the opportunity to continue or discontinue Your participation in the EPP Cloud Services under the new Settlement Fee. In the event of an increase in the Settlement Fee, Oracle will provide You with a 30-day grace period, during which submitted Invoices will be processed under the previous Settlement Fee.

Uncommitted Nature of Funding

The EPP Cloud Services are an uncommitted arrangement on the part of Funder. Oracle and the Funder expressly disclaim, to the fullest extent permitted by law: (i) any and all liability or obligation to make any payment, whether in a full or reduced amount, or for any delay in any payments thereof, and (ii) any liability or obligation under or in respect of any Buyer Agreement. Liability to pay Approved Invoices, to the extent not extinguished by a Settlement Payment as contemplated by Section 5 above, remains with the applicable Buyer.

No Guaranteed Applicability of EPP Cloud Services

Oracle makes no representation or warranty that the Buyer will (1) mark any particular Invoice submitted through the EPP Cloud Services as an Approved Invoice or (2) review, approve, and mark any Invoice as an Approved Invoice within a certain period of time after You submit any Invoice to the Buyer. All such items are within the Buyer’s sole discretion.

Oracle makes no representation or warranty that Funder will accept any Approved Invoice for early payment in the EPP Cloud Services.

Oracle makes no representation or warranty that any Invoice submitted by You will be paid earlier than such Invoice would have otherwise been paid pursuant to the standard payment terms set forth in the agreement.
between You and Buyer. If an Invoice is not approved for payment through the EPP Cloud Services, it will be processed and paid pursuant to the Agreement and/or any agreement between You and the Buyer.

Lien Waivers

You may use the Textura Early Payment Cloud Service for the electronic exchange of conditional and unconditional lien waivers. For lien waivers exchanged for payment through the Textura Early Payment Cloud Service, You agree that the amount of the lien waiver shall be the Approved Amount of the applicable Invoice, notwithstanding any Settlement Fee applied for early payment through the Textura Early Payment Cloud Service.

ORACLE MAY RELEASE UNCONDITIONAL LIEN WAIVERS ONLY AFTER PAYMENT TO WHICH THE WAIVER(S) RELATE HAS BEEN COMPLETED (AS DEFINED BELOW) TO THE PAYEE.

A payment is “Completed” 120 hours (excluding weekends and bank holidays) after payment instructions have been transmitted to payor’s bank unless Oracle receives a Notice of Non-Payment (as defined herein) within 108 hours (excluding weekends and bank holidays) after transmission of such payment instructions. A “Notice of Non-Payment” is a written notice to Oracle from the ACH bank network that payment was not received by releasing party after payment instructions were transmitted to the payor’s bank.

IF ORACLE TIMELY RECEIVES A NOTICE OF NON-PAYMENT, IT WILL NOT RELEASE THE UNCONDITIONAL LIEN WAIVER TO WHICH THE NOTICE OF NON-PAYMENT RELATES UNTIL IT RECEIVES CONFIRMATION THAT PAYMENT HAS BEEN RECEIVED BY THE RELEASING PARTY. ORACLE IS NOT RESPONSIBLE FOR RELEASING AN UNCONDITIONAL LIEN WAIVER PRIOR TO A RELEASING PARTY’S ACTUAL RECEIPT OF PAYMENT IF, BEFORE THE LIEN WAIVER WAS RELEASED, THE APPLICABLE PAYMENT WAS “COMPLETED” AS DEFINED HEREIN.

ORACLE IS NOT RESPONSIBLE FOR PAYMENT OF FUNDS ONCE INSTRUCTIONS HAVE BEEN TRANSMITTED.

THE RELEASING PARTY AGREES TO PROMPTLY CARRY OUT SUCH ACTIONS AS MAY BE NECESSARY FOR THE PAYMENT INSTRUCTIONS TO BE PROCESSED BY THE RELEASING PARTY’S BANK, NOT TO ALTER OR DELETE ANY INFORMATION CONTAINED IN THE PAYMENT INSTRUCTIONS, AND NOT TO OTHERWISE IMPED OR UNNECESSARILY DELAY THE PROCESSING OF THE PAYMENT INSTRUCTIONS BY THE BANK WITHOUT WRITTEN NOTIFICATION TO ORACLE WITHIN 24 HOURS OF THEIR HAVING DONE SO. ORACLE IS NOT RESPONSIBLE FOR ENSURING THAT THE RELEASING PARTY COMPLIES WITH THESE REQUIREMENTS.

SUB-TIER LIEN WAIVERS SUBMITTED USING SERVICES BY PARTIES WHO ARE NOT USING THE SYSTEM FOR INVOICING AND PAYMENT WILL BE RELEASED IMMEDIATELY. ORACLE IS NOT RESPONSIBLE FOR ENSURING THAT THESE PARTIES ARE PAID.

Term and Termination

Oracle may suspend or discontinue the EPP Cloud Services at any time without liability or obligation. Subject to availability, You may choose to participate in the EPP Cloud Services. You may discontinue your participation in the EPP Cloud Services at any time by un-enrolling through the EPP Cloud Services; provided, however, that any Approved Invoice will continue to be processed through the EPP Cloud Services.

Limitation of Liability

This section supplements, but does not replace, the “LIMITATION OF LIABILITY” section of the Agreement.
IN NO EVENT SHALL ORACLE OR ITS AFFILIATES BE LIABLE FOR DAMAGES OF ANY KIND, INCLUDING,
WITHOUT LIMITATION, DIRECT, INDIRECT, EXEMPLARY, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR ANY LOSS OF REVENUE, PROFITS, SALES, DATA, DATA USE, GOODWILL OR REPUTATION EVEN IF MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN AN ACTION UNDER CONTRACT, NEGLIGENCE OR OTHER THEORY, ARISING OUT OF OR IN CONNECTION WITH THE EPP CLOUD SERVICES, INCLUDING BUT NOT LIMITED TO ANY OF THE FOLLOWING: (1) THE FAILURE, FOR ANY REASON, TO RECEIVE EARLY PAYMENT OF ANY INVOICE UNDER THE EPP CLOUD SERVICES; (2) THE FINANCIAL, FINANCING, AND FUNDING ARRANGEMENTS, AGREEMENTS, AND TRANSACTIONS UNDERTAKEN BY FUNDER IN CONNECTION WITH OR RELATED TO THE EPP CLOUD SERVICES; (3) ANY FINANCING ASPECTS OF THE EPP CLOUD SERVICES; (4) THE ACCOUNTING TREATMENT OR TAX CONSEQUENCES ARISING OUT OF YOUR PARTICIPATION IN THE EPP CLOUD SERVICES; OR (5) THE FAILURE OR ALLEGED FAILURE OF THE EPP CLOUD SERVICES, OR ANY PARTY INVOLVED THEREWITH, TO COMPLY WITH APPLICABLE LAWS.

Third-Party Beneficiaries

Funder shall have the benefit of and be entitled to enforce these terms against You. Other than Funder, this Agreement shall be for the exclusive benefit of Oracle and You, and there shall be no other third-party beneficiaries to this Agreement.

1 Does not apply to Textura Early Payment Direct Cloud Service