



# Construction & Engineering Industries

## Oracle Aconex Cloud Service Descriptions and Metrics

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## METRIC DEFINITIONS

### 1M of Project Value Allowance

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1M of Project Value Allowance is defined as one million U.S. dollars (or the equivalent amount in local currency stated in the order) of the maximum cumulative Project Value Consumption covered by Your order.

### 1M of Project Value

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1M of Project Value is defined as one million U.S. dollars (or the equivalent amount in local currency stated in the order) of the single Project Value covered by Your order.

### Customer

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Customer or “You” is defined as the customer entity specified on an order. Organizations invited onto the Oracle Aconex Cloud Service are granted usage and access rights specifically to support the scope of work identified in Your order and such organizations will not be considered the Customer for the purposes of this service description.

### Gigabyte

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

### Hosted Named User

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

## GLOSSARY

### Application Program

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Application Program refers to the Oracle Aconex downloadable component, as specified in the Program Documentation.

### Cost Workspace

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Cost Workspace is an Oracle Aconex interface for Connected Cost or Contract Management that provides You and/or Participant (as applicable) with access to an organization's cost modules, which may include one or more of the following: cost management, cost activity stream, cost reports, and administration.

### Explicit Only Invitation

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Explicit Only Invitation is defined as an invitation method in which only the Project Owner can invite new participants to the Project.

### Participant

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Participant shall mean the following within these Oracle Aconex Service Descriptions and any applicable document referenced in Your order if Your applicable Agreement referenced in Your order is not the Oracle Cloud Services Agreement or the Oracle Master Agreement with a Schedule C: any entity other than You that participates in the System Project.

### Project

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Project is defined as the scope of work to be managed using the Cloud Service with a defined scope, budget, and schedule.

### Project Owning Organization or Project Owner

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Project Owning Organization or Project Owner is the Customer, or an organization authorized by the Customer, to administer a Project using the Oracle Aconex Cloud Services.

### Project Value

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

## **Project Value Allowance**

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Project Value Allowance or “PVA” is the maximum Project Value Consumption permitted within the Services Period of Your order before additional fees apply.

## **Project Value Consumption**

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Project Value Consumption or “PVC” is the cumulative consumption of Project Value based on the proportion of Projects delivered during the Services Period identified in Your order.

## **Recovery Time Objective**

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Recovery Time Objective or “RTO” is Oracle’s objective for the maximum period of time between Oracle’s decision to activate the recovery process to the secondary site, due to a declared disaster, and the point at which You can resume production operations in the secondary production environment. If the decision to failover is made during the period in which an upgrade is in process at the secondary site, the RTO extends to include the time required to complete the upgrade.

## **Recovery Point Objective**

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Recovery Point Objective or “RPO” is Oracle’s objective for the maximum possible length of time during which data could be lost in the event of a disaster. The RPO time excludes any data loads that may be under way when the disaster is occurring.

## **System Project**

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System Project is defined as the collaborative environment enabled for Your Oracle Aconex Cloud Service.

## **Your Content**

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Your Content shall mean the following within these Oracle Aconex Service Descriptions and any applicable document referenced in Your order if Your applicable Agreement referenced in Your order is not the Oracle Cloud Services Agreement or the Oracle Master Agreement with a Schedule C: All software, data (including Personal Data), text, images, audio, video, photographs, non-Oracle or third party applications, and other content and material, in any format, provided by You or any of Your users that is stored in, or run on or through, the Oracle Aconex Cloud Services. Oracle Aconex Cloud Services under Your Agreement, Oracle software, other Oracle products and services, and Oracle intellectual property, and all derivative works thereof, do not fall within the meaning of the term “Your Content.” Your Content includes any third party content that is brought by You into the Services by Your use of the Oracle Aconex Cloud Services or any Oracle-provided tools. Your Content also includes data or other content that has been shared, transmitted or

provided by a Participant in the System Project and made available to You within the System Project.

## ORACLE ACONEX ENTERPRISE CLOUD SERVICES (COMMERCIAL)

### Oracle Aconex Early Access Enterprise Cloud Service – Customer

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Part #: B95683

The Oracle Aconex Early Access Enterprise Cloud Service is dedicated for production use and users are authorized to access the following:

- Documents
- Workflows
- Directories
- Tasks
- Mail
- Tenders
- Supplier Documents
- Packages
- Field
- Contracts
- Mobile
- APIs
- Model Coordination
- Organizational 2-Step Verification
- Project-level 2-Step Verification (per Your request to Oracle)
- Single Sign-On

Your onboarding order of Oracle Aconex Early Access Enterprise Cloud Service may require You to acquire the Oracle Aconex Inclusive Service. Your onboarding or renewal order of Oracle Aconex Early Access Enterprise Cloud Service requires You to purchase the Oracle Aconex Template Development Service.

#### Usage Limits

This Oracle Aconex Early Access Enterprise Cloud Service is subject to usage limits based on:

- Oracle grants You access of the Oracle Aconex Cloud Service solely to perform activities prior to construction, defined as the earlier of site establishment and appointment of head contractor, for an unlimited number of Projects subject to any scope and limitation contained in Your order.
- You acknowledge that the established pricing in Your order has been provided on the condition that, where You use the Oracle Aconex Cloud Service related to Early Access Projects, You will continue to use the Oracle Aconex Cloud Service for all collaboration related to each Early Access Project that falls outside of the scope of Early Access by obtaining separate order for Oracle Aconex Cloud Services.
- Provided there are no outstanding fees and Oracle consents to such assignment, You may assign a System Project to a third party (“Assignee”), subject to:
  - You providing advance written notice to Oracle designating the System Project to be assigned;

- You must not be in breach of Your current Agreement or any order placed under Your current Agreement or order;
- You and the Assignee execute a System Project assignment agreement with Oracle;
- The Assignee executes, or has an order, with Oracle to acquire Services related to the System Project and pay the applicable fees;
- You and the Assignee agree that the assignment does not result in any change in Oracle's rights and obligations or expand modify, or otherwise alter any use or component of the System Project provided under the Agreement and order.
- Any additional usage rights or expanded customer definition contained under Your Agreement or order, that provide entities other than the Customer with usage rights related to Cloud Services will not allow these entities the right to use the Oracle Aconex Cloud Services for such entities' Projects, unless stated otherwise in Your applicable Oracle Aconex Cloud Services' order.
- Single Sign-On is limited to You (being the Paying Organization) as well as, where applicable, Your affiliates that have been identified as Your affiliates in the Oracle Aconex Early Access Enterprise Cloud Service.
- Files uploaded and stored in Your Oracle Aconex Early Access Enterprise Cloud Service, including but not limited to documents, drawings, models and photographs, must be directly related to the corresponding Project.

This Cloud Service is designated with the 'Global' Data Center Region. You have the ability to deploy a System Project in any of Oracle's eligible cloud regions where Oracle Aconex is available where Oracle Aconex is available; however, each order is associated with a single invoice. Oracle will continue to bill You from the Oracle entity reflected on Your order. Oracle reserves the right to update these practices to support our internal operating model.

Your Content (whether You are a Paying Organization or a Non-Paying Organization) may not include any data that You are not permitted to transfer, store or have stored or transferred by Oracle, whether in whole or in part, outside of the applicable territory at any time during the Agreement.

### **Online Archive**

Read-only online archive access:

- is granted to You during Your Services Period only following completion of each of Your Projects which used the Oracle Aconex Cloud Services and in the case where Your Project continues to use Oracle Aconex Cloud Services after Early Access, You must request online read-only archive access from Oracle at the time of Your Project completion, and
- may be granted during Your Services Period for any Project where You participated as a Non-Paying Organization and You request online read-only archive access to such Project from Oracle. Access is granted for the duration of Your Service Period, provided that the data and content related to such Project is available.

### **Application Program Components of Cloud Service**

Oracle Aconex Early Access provides downloadable components, as specified in the Program Documentation, that shall be used solely with Your licensed Program at Your location. The

obligations for download and execution related to the downloadable component shall be Your responsibility. These obligations and assumptions shall include, but are not limited to:

- Executing the Application Program download
- Executing the Application Program that connects to the Oracle Aconex environment

**Disaster Recovery and Service Availability**

As described in the Oracle Industries Cloud Services Pillar Document, this Oracle Cloud Service has the following Recovery Time Objective (RTO), Recovery Point Objective (RPO) and Target Service Availability Level for the Production Environment:

CLOUD SERVICE	RECOVERY TIME OBJECTIVE (RTO)	RECOVERY POINT OBJECTIVE (RPO)	TARGET SYSTEM AVAILABILITY
Oracle Aconex Early Access Enterprise Cloud Service – Customer	24 Hours	1 Hour	99.5%

The Target Service Availability Level does not apply in the event of a major disaster, as declared by Oracle, that leads to loss of a data center and corresponding service unavailability, or a national or global emergency or during Unplanned Downtime. Unplanned Downtime is described in the applicable Oracle Cloud Policies and Pillar Documentation referenced below. The RTO and RPO 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 Industries Cloud Services Pillar Document, which may be viewed at [www.oracle.com/contracts/cloud-services](http://www.oracle.com/contracts/cloud-services).

The Oracle Cloud Hosting and Delivery Policies and Industries Cloud Services Pillar Document, Data Processing Agreement, Oracle security practices, and Oracle Aconex Cloud Services Terms of Use do not apply to the downloadable Application Program components.

**Oracle Aconex Enterprise Cloud Service - Per 1M of Project Value Allowance**

Part #: B95679

The Oracle Aconex Enterprise Cloud Service is dedicated for production use and users are authorized to access the following:

- Documents
- Workflows
- Directories
- Tasks
- Mail
- Tenders

- Supplier Documents
- Packages
- Field
- Contracts
- Mobile
- APIs
- Model Coordination
- Organizational 2-Step Verification
- Project-level 2-Step Verification (per Your request to Oracle)
- Single Sign-On

Your onboarding order of the Oracle Aconex Enterprise Cloud Service may require You to acquire the Oracle Aconex Inclusive Service. Your onboarding or renewal order of Oracle Aconex Enterprise Cloud Service requires You to purchase the Oracle Aconex Template Development Service.

### **Usage Limits**

This Oracle Aconex Enterprise Cloud Service is subject to usage limits based on:

- Unlimited Projects up to a maximum quantity of 1M of Project Value Allowance (PVA) as identified in Your order.
- Any add-on Oracle Aconex Enterprise Cloud Service with metric 1M of Project Value Allowance must match the same quantity of PVA as defined for Your Oracle Aconex Enterprise Cloud Service.
- For Projects managed under a separate Single Project order, and where the order has expired but services are still required, You may elect to incorporate the Project under Your Enterprise order and only the future period, commencing from the date such Project is added to the Enterprise order, of the Project will be included as Project Value Consumption (PVC).
- You may provision an unlimited number of Projects during the Services Period based on any Project or Project template established by You. Support for any modifications to Project configuration may require You to purchase Consulting Services under a separate order.
- Any additional usage rights or expanded customer definition contained under Your Agreement or order, that provide entities other than the Customer with usage rights related to Cloud Services will not allow these entities the right to use the Oracle Aconex Cloud Services for such entities' Projects, unless stated otherwise in Your applicable Oracle Aconex Cloud Services' order.
- Single Sign-On is limited to You (being the Paying Organization) as well as, where applicable, Your affiliates that have been identified as Your affiliates in the Oracle Aconex Enterprise Cloud Service.
- Files uploaded and stored in Your Oracle Aconex Enterprise Cloud Service, including but not limited to documents, drawings, models and photographs, must be directly related to the corresponding Project.

This Cloud Service is designated with the 'Global' Data Center Region. You have the ability to deploy a System Project in any of Oracle's eligible cloud regions where Oracle Aconex is available; however, each order is associated with a single invoice. Oracle will continue to bill you from the

Oracle entity reflected on Your order. Oracle reserves the right to update these practices to support our internal operating model.

Your Content (whether You are a Paying Organization or a Non-Paying Organization) may not include any data that You are not permitted to transfer, store or have stored or transferred by Oracle, whether in whole or in part, outside of the applicable territory at any time during the Agreement.

### **Project Value Consumption**

The following applies to Project Value Consumption (PVC):

- PVC commences when the Oracle Aconex Cloud Services are first used for the purposes of the Project delivery of Your scope for the applicable Project.
- During the Services Period, each Project will be deemed to consume Project Value and therefore be included in the calculation of PVC on a straight-line basis over the delivery duration of the Project from its commencement on the Oracle Aconex Cloud Services up to the start of the defects liability period (rounded up to the nearest whole month). If the forecast duration of the Project extends beyond the end of the Services Period end date specified in Your order, only that proportion of the Project Value on a straight-line basis prior to the expiry of the Services Period is deemed to consume Project Value Allowance (PVA).
- If the forecast duration or Project Value of any Project varies, then the PVC distribution will be adjusted accordingly.
- Oracle may maintain a record of the details of each Project using the Services under Your order, recording its Project Value and contribution to the PVC. Oracle and You will review the record periodically during the term of Your order to update and validate PVC and for Oracle, in its reasonable discretion, to determine whether the PVA or the scope of the order has been exceeded. You will notify Oracle of any change in a Project's PV during the Services Period, and in the event of an increase in PV during the Services Period results in the PVA likely being exceeded, You agree to execute an order with Oracle to reflect such increase in PVA in accordance with the below paragraph.
- Subject to You executing an order or amendment with Oracle, You may increase the PVA during the Services Period of Your order and the additional fee for the PVA increase will be based on the monthly unit net price for all PVA-based services calculated from the start of the Services Period of Your original order or its renewal order whichever is the later for the relevant service, and such additional fees shall be invoiced over the remaining duration of Your current Services Period (for the relevant service).

### **Defects Liability Period**

Each Project that is completed during the term of Your Oracle Aconex Enterprise Cloud Service order includes a 12-month Defects Liability period with the following restrictions:

- The Defects Liability period is available only if You maintain Your Oracle Aconex Enterprise Cloud Service related to that Project.
- Defects Liability is valid for a 12-month period and does not include any implementation, training or other consulting services.

- Activity (defined as the number of transactions recorded on the Oracle Aconex Cloud Services) during the Defects Liability period is limited to a maximum of 20% of the monthly average Activity before the commencement of the Defects Liability period.
- If Your Oracle Aconex Enterprise Cloud Service ends, or if You require an extension to the 12-month Defects Liability period for a given Project, You can purchase Oracle Aconex Defects Liability Single Project Cloud Service (per 1M of Project Value or per Hosted Named User).

### Online Archive

Read-only online archive access:

- is granted to You during Your Services Period only following completion of each of Your Projects, and
- may be granted during Your Services Period for any Project where You participated as a Non-Paying Organization and You request online read-only archive access to such Project from Oracle. Access is granted for the duration of Your Service Period, provided that the data and content related to such Project is available.

### Application Program Components of Cloud Service

Oracle Aconex provides downloadable components, as specified in the Program Documentation, that shall be used solely with Your licensed Program at Your location. The obligations for download and execution related to the downloadable component shall be Your responsibility. These obligations and assumptions shall include, but are not limited to:

- Executing the Application Program download
- Executing the Application Program that connects to the Oracle Aconex environment

### Disaster Recovery and Service Availability

As described in the Oracle Industries Cloud Services Pillar Document, this Oracle Cloud Service has the following Recovery Time Objective (RTO), Recovery Point Objective (RPO) and Target Service Availability Level for the Production Environment:

CLOUD SERVICE	RECOVERY TIME OBJECTIVE (RTO)	RECOVERY POINT OBJECTIVE (RPO)	TARGET SYSTEM AVAILABILITY
Oracle Aconex Enterprise Cloud Service - Per 1M of Project Value Allowance	24 Hours	1 Hour	99.5%

The Target Service Availability Level does not apply in the event of a major disaster, as declared by Oracle, that leads to loss of a data center and corresponding service unavailability, or a national or global emergency or during Unplanned Downtime. Unplanned Downtime is described in the applicable Oracle Cloud Policies and Pillar Documentation referenced below. The RTO and RPO 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 Industries Cloud Services Pillar Document, which may be viewed at [www.oracle.com/contracts/cloud-services](http://www.oracle.com/contracts/cloud-services).

The Oracle Cloud Hosting and Delivery Policies and Industries Cloud Services Pillar Document, Data Processing Agreement, Oracle security practices, and Oracle Aconex Cloud Services Terms of Use do not apply to the downloadable Application Program components.

## Oracle Aconex Connected Cost Enterprise Cloud Service - Per 1M of Project Value Allowance

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Part #: B95685

(Formerly known as Oracle Aconex Project Controls Cloud Service)

The Oracle Aconex Connected Cost Enterprise Cloud Service is dedicated for production use and users are authorized to access the following:

- Budget Management
- Forecast & Progress Management
- Change Management
- Single Sign-On

### Usage Limits

This Oracle Aconex Connected Cost Enterprise Cloud Service is subject to usage limits based on:

- A maximum quantity of 1M of Project Value Allowance (PVA) as identified in Your order and which must match the quantity for the cloud service referenced below in Pre-Requisite Base Service.
- The Services Period for this cloud service must co-terminate with the Services Period of the base cloud service referenced below in Pre-Requisite Base Service, including any extensions of the base cloud service Services Period.
- Your access to Oracle Aconex Connected Cost Enterprise Cloud Service is limited to You (being the Paying Organization) as well as Your Customer Entities, under extended usage rights, as identified in Your order.

For clarity, this cloud service is accessible by other Participants invited to the applicable System Project, subject to the usage limits and the order.

### Pre-Requisite Base Service

In order to use this Oracle Cloud Service, You must first purchase Oracle Aconex Enterprise Cloud Service - Per 1M of Project Value Allowance (Part #: B95679). The same commitments described in B95679 shall apply to this Oracle Cloud Service.

### Disaster Recovery and Service Availability

The RTO, RPO, and Target Service Availability Level of this Oracle Cloud Service are provided with the applicable pre-requisite base 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 Industries Cloud Services Pillar Document, which may be viewed at [www.oracle.com/contracts/cloud-services](http://www.oracle.com/contracts/cloud-services).

## Oracle Aconex Scheduled Archive Enterprise Cloud Service – Per 1M of Project Value Allowance

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Part #: B92439

The Oracle Aconex Scheduled Archive Enterprise Cloud Service (“Scheduled Archive”) provides one incremental download of a read-only Project archive, to the Customer’s server location, for each selected eligible Project in accordance with the Usage Limits below.

Oracle Aconex Scheduled Archive Cloud Service is dedicated for production use and users are authorized to access the following:

- Scheduled Archive
- Single Sign-On

Subject to the paragraph below, the Scheduled Archive Service provides an installable application which incrementally transmits a copy of Your Content (limited to Transmitted, Received, and Draft Mail, Registered Documents, and Event Log) on the selected Project to a designated network location using a user interface similar to the user interface of the Oracle Aconex Cloud Service at the time the application is purchased. You must maintain an active internet connection (at Your cost) and ensure Scheduled Archive is downloading data according to Your set schedule.

The Scheduled Archive will be based on Your Content viewable by Your User account (within Your organization on Aconex) that You select for the purposes of generating the Scheduled Archive. It is Your responsibility to ensure that the above referenced User account has access to all applicable Your Content in Oracle Aconex (within the aforementioned limitations of Your Content set forth above) and that You remove any access control features that limit what that User account can view. You may also request that Oracle disable confidentiality features that would otherwise have excluded certain portions of Your Content from the Scheduled Archive. You represent and warrant that You have all the rights, consents and authorization necessary to receive the Scheduled Archive and Your Content contained therein (including Your Content that would have otherwise not be available or viewable by Your selected User account if the confidentiality or access control features were not disabled). You agree to fully indemnify Oracle for any claim by any party related to a breach of this section, Oracle disabling any confidentiality features or Oracle’s provision of the Scheduled Archive to You.

### Usage Limits

This Oracle Cloud Service is subject to usage limits based on:

- A maximum quantity of 1M of Project Value Allowance (PVA) as identified in Your order and which must match the quantity for the cloud service referenced below in Pre-Requisite Base Service.

- The Services Period for this cloud service must co-terminate with the Services Period of the base cloud service referenced below in Pre-Requisite Base Service, including any extensions of the base cloud service Services Period.
- A single Scheduled Archive will be provided to You for each active Project. If Your agreement includes Your Customer Entities under extended usage rights, Your Customer Entity is eligible for the single Scheduled Archive, instead of You, as long as the Customer Entity is a participating organization on the project.
- Project must be available to You in (at least) read-only mode for the extraction API to function.
- You must initiate Your scheduled archive as soon as possible, allowing enough time for all data to download to guarantee full archive delivery. Download time will depend on volume of data to be archived.
- On completion of Your Services Period, if Oracle Aconex Schedule Archive is not renewed, all data already downloaded remains with You and no further updates will be sent from the Oracle Aconex Cloud Service to the Oracle Aconex Schedule Archive Application Program.

### **Pre-Requisite Base Service**

In order to use this Oracle Cloud Service, You must first purchase Oracle Aconex Enterprise Cloud Service - Per 1M of Project Value Allowance (Part #: B95679). The same commitments described in B95679 shall apply to this Oracle Cloud Service.

### **Application Program Component of Cloud Service**

This Cloud Service contains a downloadable component that shall be used solely with Your licensed Program at Your location. The obligations for download and execution related to the Cloud Service and Project shall be Your responsibility. These obligations and assumptions shall include, but are not limited to:

- Executing the archive Application Program download.
- Executing the Application Program that connects to the Project to initiate download of Your Content.

### **Disaster Recovery and Service Availability**

The RTO, RPO, and Target Service Availability Level of this Oracle Cloud Service are provided with the applicable pre-requisite base 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 Industries Cloud Services Pillar Document, which may be viewed at [www.oracle.com/contracts/cloud-services](http://www.oracle.com/contracts/cloud-services).

The Oracle Cloud Policies and Pillar Documentation do not apply to the downloadable Application Program component of the Oracle Aconex Scheduled Archive Cloud Service. The Oracle Cloud Policies and Pillar Documentation, the Data Processing Agreement, and Oracle security practices shall not be applicable once Your Content has been archived and downloaded to Your server location.

## Oracle Aconex Enterprise Cloud Service - Per Hosted Named User

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Part #: B95680

The Oracle Aconex Enterprise Cloud Services is dedicated for production use and users are authorized to access the following:

- Documents
- Workflows
- Directories
- Tasks
- Mail
- Tenders
- Supplier Documents
- Packages
- Field
- Contracts
- Mobile
- APIs
- Model Coordination
- Organizational 2-Step Verification
- Project-level 2-Step Verification (per Your request to Oracle)
- Single Sign-On

Your onboarding order of the Oracle Aconex Enterprise Cloud Service may require You to acquire the Oracle Aconex Inclusive Service. Your onboarding or renewal order of Oracle Aconex Enterprise Cloud Service requires You to purchase the Oracle Aconex Template Development Service.

### Usage Limits

This Oracle Aconex Enterprise Cloud Service is subject to usage limits based on:

- A maximum number of Hosted Named Users (including Your Users and all other users accessing the Services) as identified in Your order.
- Any add-on Oracle Aconex Enterprise Cloud Service, with metric Hosted Named User, with the exception of Oracle Aconex Connected Cost Cloud Service, must match the same quantity of Hosted Named User as defined for Oracle Aconex Enterprise Cloud Service.
- For avoidance of doubt, Aconex Guest Users are considered Hosted Named Users.
- You may provision an unlimited number of Projects during the Services Period based on any Project or Project template established by You. Support for any modifications to Project configuration may require You to purchase Consulting Services under a separate order.
- Any additional usage rights or expanded customer definition contained under Your Agreement or order, that provide entities other than the Customer with usage rights related to Cloud Services will not allow these entities the right to use the Oracle Aconex Cloud Services for such entities' Projects, unless stated otherwise in Your applicable Oracle Aconex Cloud Services' order.

- Single Sign-On is limited to You (being the Paying Organization) as well as, where applicable, Your affiliates that have been identified as Your affiliates in the Oracle Aconex Enterprise Cloud Service.
- Files uploaded and stored in Your Oracle Aconex Enterprise Cloud Service, including but not limited to documents, drawings, models and photographs, must be directly related to the corresponding Project.

This Cloud Service is designated with the 'Global' Data Center Region. You have the ability to deploy a System Project in any of Oracle's eligible cloud regions where Oracle Aconex is available; however, each order is associated with a single invoice. Oracle will continue to bill you from the Oracle entity reflected on Your order. Oracle reserves the right to update these practices to support our internal operating model.

Your Content (whether You are a Paying Organization or a Non-Paying Organization) may not include any data that You are not permitted to transfer, store or have stored or transferred by Oracle, whether in whole or in part, outside of the applicable territory at any time during the Agreement.

### **Online Archive**

Read-only online archive access:

- is granted to You during Your Services Period only following completion of each of Your Projects, and
- may be granted during Your Services Period for any Project where You participated as a Non-Paying Organization and You request online read-only archive access to such Project from Oracle. Access is granted for the duration of Your Service Period, provided that the data and content related to such Project is available.

### **Application Program Components of Cloud Service**

Oracle Aconex provides downloadable components, as specified in the Program Documentation, that shall be used solely with Your licensed Program at Your location. The obligations for download and execution related to the downloadable component shall be Your responsibility. These obligations and assumptions shall include, but are not limited to:

- Executing the Application Program download
- Executing the Application Program that connects to the Oracle Aconex environment

### **Disaster Recovery and Service Availability**

As described in the Oracle Industries Cloud Services Pillar Document, this Oracle Cloud Service has the following Recovery Time Objective (RTO), Recovery Point Objective (RPO) and Target Service Availability Level for the Production Environment:

CLOUD SERVICE	RECOVERY TIME OBJECTIVE (RTO)	RECOVERY POINT OBJECTIVE (RPO)	TARGET SYSTEM AVAILABILITY
Oracle Aconex Enterprise Cloud Service - Per Hosted Named User	24 Hours	1 Hour	99.5%

The Target Service Availability Level does not apply in the event of a major disaster, as declared by Oracle, that leads to loss of a data center and corresponding service unavailability, or a national or global emergency or during Unplanned Downtime. Unplanned Downtime is described in the applicable Oracle Cloud Policies and Pillar Documentation referenced below. The RTO and RPO 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 Industries Cloud Services Pillar Document, which may be viewed at [www.oracle.com/contracts/cloud-services](http://www.oracle.com/contracts/cloud-services).

The Oracle Cloud Hosting and Delivery Policies and Industries Cloud Services Pillar Document, Data Processing Agreement, Oracle security practices, and Oracle Aconex Cloud Services Terms of Use do not apply to the downloadable Application Program components.

## Oracle Aconex Connected Cost Enterprise Cloud Service - Per Hosted Named User

Part #: B95686

(Formerly known as Oracle Aconex Project Controls Cloud Service)

The Oracle Aconex Connected Cost Enterprise Cloud Service is dedicated for production use and users are authorized to access the following:

- Budget Management
- Forecast & Progress Management
- Change Management
- Single Sign-On

### Usage Limits

This Oracle Aconex Connected Cost Enterprise Cloud Service is subject to usage limits based on:

- A maximum number of Hosted Named Users as identified in Your order.
- Your access to Oracle Aconex Connected Cost Enterprise Cloud Service is limited to You (being the Paying Organization) as well as Your Customer Entities, under extended usage rights, as identified in Your order.
- Each of the (i) Participants' users with access to Your Cost Workspace; and (ii) Your Users with access to the Oracle Aconex Connected Cost Enterprise Cloud Service, are counted as a Hosted Named User.

- Access to Oracle Aconex Connected Cost Enterprise Cloud Service by Your or a Participant’s Hosted Named User is limited to the System Projects that such Hosted Named User is participating in and has access to.
- Each user can be granted access to any Project managed under the term of Your order.
- Any additional usage rights or expanded customer definition contained under Your Agreement or order, that provide entities other than the Customer with usage rights related to Cloud Services will not allow these entities the right to use the Oracle Aconex Cloud Services for such entities’ Projects, unless stated otherwise in Your applicable Oracle Aconex Cloud Services’ order.
- Files uploaded to Oracle Aconex must be directly related to the corresponding Project.
- Single Sign-On is limited to You (being the Paying Organization) as well as, where applicable, Your affiliates that have been identified as Your affiliates in the Oracle Aconex Cloud Service.

Your Content (whether You are a Paying Organization or a Non-Paying Organization) may not include any data that You are not permitted to transfer, store or have stored or transferred by Oracle, whether in whole or in part, outside of the applicable territory at any time during the Agreement.

For clarity, this cloud service is accessible by other Participants invited to the applicable System Project, subject to the usage limits and the order.

### **Disaster Recovery and Service Availability**

As described in the Oracle Industries Cloud Services Pillar Document, this Oracle Cloud Service has the following Recovery Time Objective (RTO), Recovery Point Objective (RPO) and Target Service Availability Level for the Production Environment:

CLOUD SERVICE	RECOVERY TIME OBJECTIVE (RTO)	RECOVERY POINT OBJECTIVE (RPO)	TARGET SYSTEM AVAILABILITY
Oracle Aconex Connected Cost Enterprise Cloud Service - Per Hosted Named User	24 Hours	1 Hour	99.5%

The Target Service Availability Level does not apply in the event of a major disaster, as declared by Oracle, that leads to loss of a data center and corresponding service unavailability, or a national or global emergency or during Unplanned Downtime. Unplanned Downtime is described in the applicable Oracle Cloud Policies and Pillar Documentation referenced below. The RTO and RPO 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 Industries Cloud Services Pillar Document, which may be viewed at [www.oracle.com/contracts/cloud-services](http://www.oracle.com/contracts/cloud-services).

## Oracle Aconex Scheduled Archive Enterprise Cloud Service – Per Hosted Named User

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Part #: B92440

The Oracle Aconex Scheduled Archive Enterprise Cloud Service (“Scheduled Archive”) provides one incremental download of a read-only Project archive, to the Customer’s server location, for each selected eligible Project in accordance with the Usage Limits below.

Oracle Aconex Scheduled Archive Cloud Service is dedicated for production use and users are authorized to access the following:

- Scheduled Archive
- Single Sign-On

Subject to the paragraph below, the Scheduled Archive Service provides an installable application which incrementally transmits a copy of Your Content (limited to Transmitted, Received, and Draft Mail, Registered Documents, and Event Log) on the selected Project to a designated network location using a user interface similar to the user interface of the Oracle Aconex Cloud Service at the time the application is purchased. You must maintain an active internet connection (at Your cost) and ensure Scheduled Archive is downloading data according to Your set schedule.

The Scheduled Archive will be based on Your Content viewable by Your User account (within Your organization on Aconex) that You select for the purposes of generating the Scheduled Archive. It is Your responsibility to ensure that the above referenced User account has access to all applicable Your Content in Oracle Aconex (within the aforementioned limitations of Your Content set forth above) and that You remove any access control features that limit what that User account can view. You may also request that Oracle disable confidentiality features that would otherwise have excluded certain portions of Your Content from the Scheduled Archive. You represent and warrant that You have all the rights, consents and authorization necessary to receive the Scheduled Archive and Your Content contained therein (including Your Content that would have otherwise not be available or viewable by Your selected User account if the confidentiality or access control features were not disabled). You agree to fully indemnify Oracle for any claim by any party related to a breach of this section, Oracle disabling any confidentiality features or Oracle’s provision of the Scheduled Archive to You.

### Usage Limits

This Oracle Cloud Service is subject to usage limits based on:

- A maximum number of Hosted Named Users as identified in Your order and which must match the quantity and Services Period for the cloud service reference below in Pre-Requisite Base Service.
- A single Scheduled Archive will be provided to You for each active Project. If Your agreement includes Your Customer Entities under extended usage rights, Your Customer Entity is eligible for the single Scheduled Archive, instead of You, as long as the Customer Entity is a participating organization on the project.
- Project must be available to You in (at least) read-only mode for the extraction API to function.

- You must initiate Your scheduled archive as soon as possible, allowing enough time for all data to download to guarantee full archive delivery. Download time will depend on volume of data to be archived.
- On completion of Your Services Period, if Oracle Aconex Schedule Archive is not renewed, all data already downloaded remains with You and no further updates will be sent from the Oracle Aconex Cloud Service to the Oracle Aconex Schedule Archive Application Program.

### **Pre-Requisite Base Service**

In order to use this Oracle Cloud Service, You must first purchase Oracle Aconex Enterprise Cloud Service - Per Hosted Named User (Part #: B95680). The same commitments described in B95680 shall apply to this Oracle Cloud Service.

### **Application Program Component of Cloud Service**

This Cloud Service contains a downloadable component that shall be used solely with Your licensed Program at Your location. The obligations for download and execution related to the Cloud Service and Project shall be Your responsibility. These obligations and assumptions shall include, but are not limited to:

- Executing the archive Application Program download.
- Executing the Application Program that connects to the Project to initiate download of Your Content.

### **Disaster Recovery and Service Availability**

The RTO, RPO, and Target Service Availability Level of this Oracle Cloud Service are provided with the applicable pre-requisite base 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 Industries Cloud Services Pillar Document, which may be viewed at [www.oracle.com/contracts/cloud-services](http://www.oracle.com/contracts/cloud-services).

The Oracle Cloud Policies and Pillar Documentation do not apply to the downloadable Application Program component of the Oracle Aconex Scheduled Archive Cloud Service. The Oracle Cloud Policies and Pillar Documentation, the Data Processing Agreement, and Oracle security practices shall not be applicable once Your Content has been archived and downloaded to Your server location.

## **Oracle Aconex Enterprise Summary – Each**

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Part #: B91327

(Formerly known as Oracle Aconex Enterprise Cloud Service)

If applicable, the Oracle Aconex Summary provides a summary view of the Cloud Services on Your order.

For the other Oracle Aconex Cloud Services listed on Your order, refer to the appropriate Cloud Service sections in this 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 Industries Cloud Services Pillar Document, which may be viewed at [www.oracle.com/contracts/cloud-services](http://www.oracle.com/contracts/cloud-services).

# ORACLE ACONEX ENTERPRISE CLOUD SERVICES FOR AUSTRALIAN GOVERNMENT

## Oracle Aconex Australian Government Early Access Enterprise Cloud Service - Customer

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Part #: B96528

For this Oracle Aconex Australian Early Access Enterprise Government Cloud Service, Your Content is hosted within data centers located in Australia for both production and disaster recovery.

Within these Australian data centers the Oracle Aconex Australian Government Cloud Services are hosted on Oracle infrastructure-as-a-service and Oracle platform-as-a-service that are referred to in this Section as "Hosted Environments". The Hosted Environments: (i) as at March 2025, hold a certificate issued by the Australian Commonwealth Home Affairs of hosting certification framework at STRATEGIC level ("HCF"), to verify HCF status from time to time please visit <https://www.hostingcertification.gov.au/certified-service-providers>; and (ii) are IRAP compliant, (as at March 2025, and this assessment is conducted against the June 2024 version of the Australian Government Information Security Manual (ISM), using cloud assessment guidance defined in the 2024 Australian Cyber Security Centre (ACSC) Anatomy of a Cloud Assessment and Authorisation publication and 2023 Protective Security Policy Framework (PSPF)).

The Oracle Aconex application is administered within Australia by Australian nationals, however in the event that specialized security expertise is required, Oracle personnel outside Australia may provide specialist assistance (such as by Oracle personnel in the United States).

The certifications noted above for the Hosting Environments do not: (i) absolve any User from responsibility for their own compliance under the specification; nor (ii) apply for the Oracle Aconex application; and certifications are required to be updated from time to time and Oracle undertakes measures, to ensure these certifications remain valid, that are commercially reasonable.

The Oracle Aconex Australian Government Early Access Cloud Service is dedicated for production use and users are authorized to access the following:

- Documents
- Workflows
- Directories
- Tasks
- Mail
- Tenders
- Supplier Documents
- Packages
- Field
- Contracts
- Mobile
- APIs
- Model Coordination

- 2-Step Verification (required for all Projects and organizations)
- Single Sign-On

Your onboarding order of Oracle Aconex Australian Government Early Access Cloud Service may require You to acquire the Oracle Aconex Inclusive Service. Your onboarding or renewal order of Oracle Aconex Australian Government Early Access Enterprise Cloud Service requires You to purchase the Oracle Aconex Template Development Service.

### Usage Limits

This Oracle Cloud Service is subject to usage limits based on:

- A maximum quantity of the applicable metric as identified in Your order.
- Oracle grants You access of the Oracle Aconex Australian Government Early Access Cloud Service solely to perform activities prior to construction, defined as the earlier of site establishment and appointment of head contractor, for an unlimited number of Projects subject to any scope and limitation contained in Your order.
- You acknowledge that the established pricing in Your order has been provided on the condition that, where You use the Oracle Aconex Cloud Service related to Early Access Projects, You will continue to use the Oracle Aconex Cloud Service for all collaboration related to each Early Access Project that falls outside of the scope of Early Access by obtaining a separate order for Oracle Aconex Cloud Services.
- Provided there are no outstanding fees and Oracle consents to such assignment, You may assign a System Project to a third party (“Assignee”), subject to:
  - You providing advance written notice to Oracle designating the System Project to be assigned;
  - You must not be in breach of Your current Agreement or any order placed under Your current Agreement or order;
  - You and the Assignee execute a System Project assignment agreement with Oracle;
  - The Assignee executes, or has an order, with Oracle to acquire Services related to the System Project and pay the applicable fees;
  - You and the Assignee agree that the assignment does not result in any change in Oracle’s rights and obligations or expand modify, or otherwise alter any use or component of the System Project provided under the Agreement and order.
- Any additional usage rights or expanded customer definition contained under Your Agreement or order, that provide entities other than the Customer with usage rights related to Cloud Services will not allow these entities the right to use the Oracle Aconex Cloud Services for such entities’ Projects, unless stated otherwise in Your applicable Oracle Aconex Cloud Services’ order.
- Oracle will configure the service as Explicit Invitation mode. You will be responsible for the authorization and access of users to the Service.
- Single Sign-On is limited to You (being the Paying Organization) as well as, where applicable, Your affiliates that have been identified as Your affiliates in the Oracle Aconex Cloud Service.
- Files uploaded and stored in Your Oracle Aconex Cloud Service, including but not limited to documents, drawings, models and photographs, must be directly related to the corresponding Project.

Your Content (whether You are a Paying Organization or a Non-Paying Organization) may not include any data that You are not permitted to transfer, store or have stored or transferred by Oracle, whether in whole or in part, outside of the applicable territory at any time during the Agreement.

**Online Archive**

Read-only online archive access is granted to You during Your Services Period only following completion of each of Your Projects which used the Oracle Aconex Cloud Services and in the case where Your Project continues to use Oracle Aconex Cloud Services after Australian Government Early Access, You must request online read-only archive access from Oracle at the time of Your Project completion.

**Application Program Components of Cloud Service**

Oracle Aconex Early Access provides downloadable components, as specified in the Program Documentation, that shall be used solely with Your licensed Program at Your location. The obligations for download and execution related to the downloadable component shall be Your responsibility. These obligations and assumptions shall include, but are not limited to:

- Executing the Application Program download
- Executing the Application Program that connects to the Oracle Aconex environment

**Disaster Recovery and Service Availability**

As described in the Oracle Industries Cloud Services Pillar Document, this Oracle Cloud Service has the following Recovery Time Objective (RTO), Recovery Point Objective (RPO) and Target Service Availability Level for the Production Environment:

CLOUD SERVICE	RECOVERY TIME OBJECTIVE (RTO)	RECOVERY POINT OBJECTIVE (RPO)	TARGET SYSTEM AVAILABILITY
Oracle Aconex Australian Government Early Access Enterprise Cloud Service - Customer	24 Hours	1 Hour	99.5%

The Target Service Availability Level does not apply in the event of a major disaster, as declared by Oracle, that leads to loss of a data center and corresponding service unavailability, or a national or global emergency or during Unplanned Downtime. Unplanned Downtime is described in the applicable Oracle Cloud Policies and Pillar Documentation referenced below. The RTO and RPO 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 Industries Cloud Services Pillar Document, which may be viewed at [www.oracle.com/contracts/cloud-services](http://www.oracle.com/contracts/cloud-services).

The Oracle Cloud Hosting and Delivery Policies and Industries Cloud Services Pillar Document, Data Processing Agreement, Oracle security practices, and Oracle Aconex Cloud Services Terms of Use do not apply to the downloadable Application Program components.

## **Oracle Aconex Australian Government Enterprise Cloud Service - Per 1M of Project Value Allowance**

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Part #: B96526

For this Oracle Aconex Australian Government Enterprise Cloud Service, Your Content is hosted within data centers located in Australia for both production and disaster recovery.

Within these Australian data centers the Oracle Aconex Australian Government Cloud Services are hosted on Oracle infrastructure-as-a-service and Oracle platform-as-a-service that are referred to in this Section as "Hosted Environments". The Hosted Environments: (i) as at March 2025, hold a certificate issued by the Australian Commonwealth Home Affairs of hosting certification framework at STRATEGIC level ("HCF"), to verify HCF status from time to time please visit <https://www.hostingcertification.gov.au/certified-service-providers>; and (ii) are IRAP compliant, (as at March 2025, and this assessment is conducted against the June 2024 version of the Australian Government Information Security Manual (ISM), using cloud assessment guidance defined in the 2024 Australian Cyber Security Centre (ACSC) Anatomy of a Cloud Assessment and Authorisation publication and 2023 Protective Security Policy Framework (PSPF)).

The Oracle Aconex application is administered within Australia by Australian nationals, however in the event that specialized security expertise is required, Oracle personnel outside Australia may provide specialist assistance (such as by Oracle personnel in the United States).

The certifications noted above for the Hosting Environments do not: (i) absolve any User from responsibility for their own compliance under the specification; nor (ii) apply for the Oracle Aconex application; and certifications are required to be updated from time to time and Oracle undertakes measures, to ensure these certifications remain valid, that are commercially reasonable.

The Oracle Aconex Australian Government Cloud Service is dedicated for production use and users are authorized to access the following:

- Documents
- Workflows
- Directories
- Tasks
- Mail
- Tenders
- Supplier Documents
- Packages
- Field
- Contracts
- Mobile
- APIs
- Model Coordination

- 2-Step Verification (required for all Projects and organizations)
- Single Sign-On

## Usage Limits

This Oracle Cloud Service is subject to usage limits based on:

- Unlimited Projects up to a maximum quantity of 1M of Project Value Allowance (PVA) as identified in Your order.
- Any add-on Oracle Aconex Australian Government Cloud Service with metric 1M of Project Value Allowance must match the same quantity of PVA as defined for Oracle Aconex Australian Government Enterprise Cloud Service.
- Project Value Consumption (PVC) commences when the Oracle Aconex Cloud Services are first used for the purposes of the Project delivery of Your scope for the applicable Project.
- During the Services Period, each Project will be deemed to consume Project Value and therefore be included in the calculation of PVC on a straight-line basis over the delivery duration of the Project from its commencement on the Oracle Aconex Cloud Services up to the start of the defects liability period (rounded up to the nearest whole month). If the forecast duration of the Project extends beyond the end of the Services Period end date specified in Your order, only that proportion of the Project Value on a straight-line basis prior to the expiry of the Services Period is deemed to consume Project Value Allowance (PVA).
- If the forecast duration or Project Value of any Project varies, then the PVC distribution will be adjusted accordingly.
- Oracle may maintain a record of the details of each Project using the Services under Your order, recording its Project Value and contribution to the PVC. Oracle and You will review the record periodically during the term of Your order to update and validate PVC and for Oracle, in its reasonable discretion, to determine whether the PVA or the scope of the order has been exceeded. You will notify Oracle of any change in a Project's PV during the Services Period, and in the event of an increase in PV during the Services Period results in the PVA likely being exceeded, You agree to execute an order with Oracle to reflect such increase in PVA in accordance with the below paragraph.
- Subject to You executing an order or amendment with Oracle, You may increase the PVA during the Services Period of Your order and the additional fee for the PVA increase will be based on the monthly unit net price for all PVA-based services calculated from the start of the Services Period of Your original order or its renewal order whichever is the later for the relevant service, and such additional fees shall be invoiced over the remaining duration of Your current Services Period (for the relevant service).
- For Projects managed under a separate Single Project order, and where the order has expired but services are still required, You may elect to incorporate the Project under Your Enterprise order and only the future period, commencing from the date such Project is added to the Enterprise order, of the Project will be included as PVC.
- You may provision an unlimited number of Projects during the Services Period based on any Project or Project template established by You. Support for any modifications to Project configuration may require You to purchase Consulting Services under a separate order.
- Any additional usage rights or expanded customer definition contained under Your Agreement or order, that provide entities other than the Customer with usage rights related

to Cloud Services will not allow these entities the right to use the Oracle Aconex Cloud Services for such entities' Projects, unless stated otherwise in Your applicable Oracle Aconex Cloud Services' order.

- Oracle will configure the service as Explicit Invitation mode. You will be responsible for the authorization and access of users to the Service.
- Single Sign-On is limited to You (being the Paying Organization) as well as, where applicable, Your affiliates that have been identified as Your affiliates in the Oracle Aconex Cloud Service.
- Files uploaded and stored in Your Oracle Aconex Cloud Service, including but not limited to documents, drawings, and photographs, must be directly related to the corresponding Project.

Your Content (whether You are a Paying Organization or a Non-Paying Organization) may not include any data that You are not permitted to transfer, store or have stored or transferred by Oracle, whether in whole or in part, outside of the applicable territory at any time during the Agreement.

Your onboarding order of Oracle Aconex Australian Government Cloud Service may require You to acquire the Oracle Aconex Inclusive Service. Your onboarding and renewal order of Oracle Aconex Australian Government Enterprise Cloud Service requires You to purchase the Oracle Aconex Template Development Service.

### **Defects Liability Period**

Each Project that is completed during the term of Your Oracle Aconex Australian Government Enterprise Cloud Service order includes a 12-month Defects Liability period with the following restrictions:

- The Defects Liability period is available only if You maintain Your Oracle Aconex Australian Government Enterprise Cloud Service related to that Project.
- Defects Liability is valid for a 12-month period and does not include any implementation, training or other consulting services.
- Activity (defined as the number of transactions recorded on the Oracle Aconex Cloud Services) during the Defects Liability period is limited to a maximum of 20% of the monthly average Activity before the commencement of the Defects Liability period.

### **Online Archive**

Read-only online archive access is granted to You during Your Services Period only following completion of each of Your Projects.

### **Disaster Recovery and Service Availability**

As described in the Oracle Industries Cloud Services Pillar Document, this Oracle Cloud Service has the following Recovery Time Objective (RTO), Recovery Point Objective (RPO) and Target Service Availability Level for the Production Environment:

CLOUD SERVICE	RECOVERY TIME OBJECTIVE (RTO)	RECOVERY POINT OBJECTIVE (RPO)	TARGET SYSTEM AVAILABILITY
Oracle Aconex Australian Government Enterprise Cloud Service - Per 1M of Project Value Allowance	24 Hours	1 Hour	99.5%

The Target Service Availability Level does not apply in the event of a major disaster, as declared by Oracle, that leads to loss of a data center and corresponding service unavailability, or a national or global emergency or during Unplanned Downtime. Unplanned Downtime is described in the applicable Oracle Cloud Policies and Pillar Documentation referenced below. The RTO and RPO 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 Industries Cloud Services Pillar Document, which may be viewed at [www.oracle.com/contracts/cloud-services](http://www.oracle.com/contracts/cloud-services).

**Oracle Aconex Australian Government Connected Cost Enterprise Cloud Service - Per 1M of Project Value Allowance**

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Part #: B97143

(Formerly known as Oracle Aconex Australian Government Project Controls Enterprise Cloud Service)

For this Oracle Aconex Australian Government Cloud Service, Your Content is hosted within data centers located in Australia for both production and disaster recovery.

Within these Australian data centers the Oracle Aconex Australian Government Cloud Services are hosted on Oracle infrastructure-as-a-service and Oracle platform-as-a-service that are referred to in this Section as "Hosted Environments". The Hosted Environments: (i) as at March 2023, hold a certificate issued by the Australian Commonwealth Digital Transformation Agency of hosting certification framework at STRATEGIC level ("HCF"), to verify HCF status from time to time please visit <https://www.hostingcertification.gov.au/certified-service-providers>; and (ii) are IRAP compliant, (as at March 2023 this assessment is conducted based upon the Australian Government security guidance including the Australian Cyber Security Centre (ACSC) Cloud Security Assessment and Authorisation Framework and Australian Government Information Security Manual (ISM), to the level of PROTECTED).

The Oracle Aconex application is administered within Australia by Australian nationals, however in the event that specialized security expertise is required, Oracle personnel outside Australia may provide specialist assistance (such as by Oracle personnel in the United States).

The certifications noted above for the Hosting Environments do not: (i) absolve any User from responsibility for their own compliance under the specification; nor (ii) apply for the Oracle Aconex application; and certifications are required to be updated from time to time and Oracle undertakes measures, to ensure these certifications remain valid, that are commercially reasonable.

The Oracle Aconex Australian Government Connected Cost Cloud Service is dedicated for production use and users are authorized to access the following:

- Budget Management
- Forecast & Progress Management
- Change Management
- Single Sign-On

### **Usage Limits**

This Oracle Cloud Service is subject to usage limits based on:

- A maximum quantity of 1M of Project Value Allowance (PVA) as identified in Your order and which must match the quantity for the cloud service referenced below in Pre-Requisite Base Service.
- The Services Period for this cloud service must co-terminate with the Services Period of the base cloud service referenced below in Pre-Requisite Base Service, including any extensions of the base cloud service Services Period.
- Your access to Oracle Aconex Connected Cost Enterprise Cloud Service is limited to You (being the Paying Organization) as well as Your Customer Entities, under extended usage rights, as identified in Your order.

For clarity, this cloud service is accessible by other Participants invited to the applicable System Project, subject to the usage limits and the order.

### **Pre-Requisite Base Service**

In order to use this Oracle Cloud Service, You must first purchase Oracle Aconex Australian Government Enterprise Cloud Service - Per 1M of Project Value Allowance (Part #: B96526). The same commitments described in B96526 shall apply to this Oracle Cloud Service.

### **Disaster Recovery and Service Availability**

The RTO, RPO, and Target Service Availability Level of this Oracle Cloud Service are provided with the applicable pre-requisite base 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 Industries Cloud Services Pillar Document, which may be viewed at <https://www.oracle.com/contracts/cloud-services>.

## **Oracle Aconex Scheduled Archive Enterprise Cloud Service for Australian Government – Per 1M of Project Value Allowance**

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Part #: B111123

Oracle Aconex Scheduled Archive Cloud Service for Australian Government (“Scheduled Archive”) provides one incremental download of a read-only Project archive, to the Customer’s server location, for each selected eligible Project in accordance with the Usage Limits below.

The Scheduled Archive is dedicated for production use and users are authorized to access the following:

- Scheduled Archive
- Single Sign-On

Subject to the paragraph below, the Scheduled Archive Service provides an installable application which incrementally transmits a copy of Your Content (limited to Transmitted, Received, and Draft Mail, Registered Documents, and Event Log) on the selected Project to a designated network location using a user interface similar to the user interface of the Oracle Aconex Cloud Service at the time the application is purchased. You must maintain an active internet connection (at Your cost) and ensure Scheduled Archive is downloading data according to Your set schedule.

The Scheduled Archive will be based on Your Content viewable by Your User account (within Your organization on Aconex) that You select for the purposes of generating the Scheduled Archive. It is Your responsibility to ensure that the above referenced User account has access to all applicable Your Content in Oracle Aconex (within the aforementioned limitations of Your Content set forth above) and that You remove any access control features that limit what that User account can view. You may also request that Oracle disable confidentiality features that would otherwise have excluded certain portions of Your Content from the Scheduled Archive. You represent and warrant that You have all the rights, consents and authorization necessary to receive the Scheduled Archive and Your Content contained therein (including Your Content that would have otherwise not be available or viewable by Your selected User account if the confidentiality or access control features were not disabled). You agree to fully indemnify Oracle for any claim by any party related to a breach of this section, Oracle disabling any confidentiality features or Oracle’s provision of the Scheduled Archive to You.

### **Usage Limits**

This Oracle Cloud Service is subject to usage limits based on:

- A maximum quantity of 1M of Project Value Allowance (PVA) as identified in Your order and which must match the quantity for the cloud service reference below in Pre-Requisite Base Service.
- The Services Period for this cloud service must co-terminate with the Services Period of the base cloud service referenced below in Pre-Requisite Base Service, including any extensions of the base cloud service Services Period.
- A single Scheduled Archive will be provided to You for each active Project. If Your agreement includes Your Customer Entities under extended usage rights, Your Customer Entity is eligible for the single Scheduled Archive, instead of You, as long as the Customer Entity is a participating organization on the project.
- Project must be available to You in (at least) read-only mode for the extraction API to function.

- You must initiate Your scheduled archive as soon as possible, allowing enough time for all data to download to guarantee full archive delivery. Download time will depend on volume of data to be archived.
- On completion of Your Services Period, if Oracle Aconex Schedule Archive is not renewed, all data already downloaded remains with You and no further updates will be sent from the Oracle Aconex Cloud Service to the Oracle Aconex Schedule Archive Application Program.

### **Pre-Requisite Base Service**

In order to use this Oracle Cloud Service, You must first purchase Oracle Aconex Australian Government Enterprise Cloud Service - Per 1M of Project Value Allowance (Part #: B96526). The same commitments described in B96526 shall apply to this Oracle Cloud Service.

### **Application Program Component of Cloud Service**

This Cloud Service contains a downloadable component that shall be used solely with Your licensed Program at Your location. The obligations for download and execution related to the Cloud Service and Project shall be Your responsibility. These obligations and assumptions shall include, but are not limited to:

- Executing the archive Application Program download.
- Executing the Application Program that connects to the Project to initiate download of Your Content.

### **Disaster Recovery and Service Availability**

The RTO, RPO, and Target Service Availability Level of this Oracle Cloud Service are provided with the applicable pre-requisite base 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 Industries Cloud Services Pillar Document, which may be viewed at [www.oracle.com/contracts/cloud-services](http://www.oracle.com/contracts/cloud-services).

The Oracle Cloud Policies and Pillar Documentation do not apply to the downloadable Application Program component of the Oracle Aconex Scheduled Archive Cloud Service. The Oracle Cloud Policies and Pillar Documentation, the Data Processing Agreement, and Oracle security practices shall not be applicable once Your Content has been archived and downloaded to Your server location.

## **Oracle Aconex Australian Government Enterprise Cloud Service – Per Hosted Named User**

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Part #: B96527

For this Oracle Aconex Australian Government Cloud Service, Your Content is hosted within data centers located in Australia for both production and disaster recovery.

Within these Australian data centers the Oracle Aconex Australian Government Cloud Services are hosted on Oracle infrastructure-as-a-service and Oracle platform-as-a-service that are referred to

in this Section as "Hosted Environments". The Hosted Environments: (i) as at March 2025, hold a certificate issued by the Australian Commonwealth Home Affairs of hosting certification framework at STRATEGIC level ("HCF"), to verify HCF status from time to time please visit <https://www.hostingcertification.gov.au/certified-service-providers>; and (ii) are IRAP compliant, (as at March 2025, and this assessment is conducted against the June 2024 version of the Australian Government Information Security Manual (ISM), using cloud assessment guidance defined in the 2024 Australian Cyber Security Centre (ACSC) Anatomy of a Cloud Assessment and Authorisation publication and 2023 Protective Security Policy Framework (PSPF)).

The Oracle Aconex application is administered within Australia by Australian nationals, however in the event that specialized security expertise is required, Oracle personnel outside Australia may provide specialist assistance (such as by Oracle personnel in the United States).

The certifications noted above for the Hosting Environments do not: (i) absolve any User from responsibility for their own compliance under the specification; nor (ii) apply for the Oracle Aconex application; and certifications are required to be updated from time to time and Oracle undertakes measures, to ensure these certifications remain valid, that are commercially reasonable.

The Oracle Aconex Australian Government Cloud Service is dedicated for production use and users are authorized to access the following:

- Documents
- Workflows
- Directories
- Tasks
- Mail
- Tenders
- Supplier Documents
- Packages
- Field
- Contracts
- Mobile
- APIs
- Model Coordination
- 2-Step Verification (required for all Projects and organizations)
- Single Sign-On

## **Usage Limits**

This Oracle Cloud Service is subject to usage limits based on:

- A maximum number of Hosted Named Users (including Your Users and all other users accessing the Services) as identified in Your order.
- Any add-on Oracle Aconex Enterprise Cloud Service, with metric Hosted Named User, with the exception of Oracle Aconex Connected Cost Cloud Service, must match the same quantity of Hosted Named User as defined for Oracle Aconex Enterprise Cloud Service.
- Each user can be granted access to any Project managed under the term of Your order.
- For avoidance of doubt, Aconex Guest Users are considered Hosted Named Users.

- You may provision an unlimited number of Projects during the Services Period based on any Project or Project template established by You. Support for any modifications to Project configuration may require You to purchase Consulting Services under a separate order.
- Any additional usage rights or expanded customer definition contained under Your Agreement or order, that provide entities other than the Customer with usage rights related to Cloud Services will not allow these entities the right to use the Oracle Aconex Cloud Services for such entities' Projects, unless stated otherwise in Your applicable Oracle Aconex Cloud Services' order.
- Oracle will configure the service as Explicit Invitation mode. You will be responsible for the authorization and access of users to the Service.
- Single Sign-On is limited to You (being the Paying Organization) as well as, where applicable, Your affiliates that have been identified as Your affiliates in the Oracle Aconex Enterprise Cloud Service.
- Files uploaded and stored in Your Oracle Aconex Enterprise Cloud Service, including but not limited to documents, drawings, models and photographs, must be directly related to the corresponding Project.

Your Content (whether You are a Paying Organization or a Non-Paying Organization) may not include any data that You are not permitted to transfer, store or have stored or transferred by Oracle, whether in whole or in part, outside of the applicable territory at any time during the Agreement.

Your onboarding order of Oracle Aconex Australian Government Cloud Service may require You to acquire the Oracle Aconex Inclusive Service. Your onboarding and renewal order of Oracle Aconex Australian Government Enterprise Cloud Service requires You to purchase the Oracle Aconex Template Development Service.

### Online Archive

Read-only online archive access is granted to You during Your Services Period only following completion of each of Your Projects.

### Disaster Recovery and Service Availability

As described in the Oracle Industries Cloud Services Pillar Document, this Oracle Cloud Service has the following Recovery Time Objective (RTO), Recovery Point Objective (RPO) and Target Service Availability Level for the Production Environment:

CLOUD SERVICE	RECOVERY TIME OBJECTIVE (RTO)	RECOVERY POINT OBJECTIVE (RPO)	TARGET SYSTEM AVAILABILITY
Oracle Aconex Australian Government Enterprise Cloud Service – Per Hosted Named User	24 Hours	1 Hour	99.5%

The Target Service Availability Level does not apply in the event of a major disaster, as declared by Oracle, that leads to loss of a data center and corresponding service unavailability, or a national or

global emergency or during Unplanned Downtime. Unplanned Downtime is described in the applicable Oracle Cloud Policies and Pillar Documentation referenced below. The RTO and RPO 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 Industries Cloud Services Pillar Document, which may be viewed at [www.oracle.com/contracts/cloud-services](http://www.oracle.com/contracts/cloud-services).

## **Oracle Aconex Australian Government Connected Cost Enterprise Cloud Service - Per Hosted Named User**

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Part #: B97144

(Formerly known as Oracle Aconex Australian Government Project Controls Enterprise Cloud Service)

For this Oracle Aconex Australian Government Cloud Service, Your Content is hosted within data centers located in Australia for both production and disaster recovery.

Within these Australian data centers the Oracle Aconex Australian Government Cloud Services are hosted on Oracle infrastructure-as-a-service and Oracle platform-as-a-service that are referred to in this Section as "Hosted Environments". The Hosted Environments: (i) as at March 2023, hold a certificate issued by the Australian Commonwealth Digital Transformation Agency of hosting certification framework at STRATEGIC level ("HCF"), to verify HCF status from time to time please visit <https://www.hostingcertification.gov.au/certified-service-providers>; and (ii) are IRAP compliant, (as at March 2023 this assessment is conducted based upon the Australian Government security guidance including the Australian Cyber Security Centre (ACSC) Cloud Security Assessment and Authorisation Framework and Australian Government Information Security Manual (ISM), to the level of PROTECTED).

The Oracle Aconex application is administered within Australia by Australian nationals, however in the event that specialized security expertise is required, Oracle personnel outside Australia may provide specialist assistance (such as by Oracle personnel in the United States).

The certifications noted above for the Hosting Environments do not: (i) absolve any User from responsibility for their own compliance under the specification; nor (ii) apply for the Oracle Aconex application; and certifications are required to be updated from time to time and Oracle undertakes measures, to ensure these certifications remain valid, that are commercially reasonable.

The Oracle Aconex Australian Government Connected Cost Cloud Service is dedicated for production use and users are authorized to access the following:

- Budget Management
- Forecast & Progress Management
- Change Management
- Single Sign-On

## Usage Limits

This Oracle Cloud Service is subject to usage limits based on:

- A maximum number of Hosted Named Users as identified in Your order.
- Your access to Oracle Aconex Connected Cost Enterprise Cloud Service is limited to You (being the Paying Organization) as well as Your Customer Entities, under extended usage rights, as identified in Your order.
- Each of the (i) Participants' users with access to Your Cost Workspace; and (ii) Your Users with access to the Oracle Aconex Connected Cost Enterprise Cloud Service, are counted as a Hosted Named User.
- Access to Oracle Aconex Connected Cost Enterprise Cloud Service by Your or a Participant's Hosted Named User is limited to the System Projects that such Hosted Named User is participating in and has access to.
- Each user can be granted access to any Project managed under the term of Your order.
- Any additional usage rights or expanded customer definition contained under Your Agreement or order, that provide entities other than the Customer with usage rights related to Cloud Services will not allow these entities the right to use the Oracle Aconex Cloud Services for such entities' Projects, unless stated otherwise in Your applicable Oracle Aconex Cloud Services' order.
- Files uploaded to Oracle Aconex must be directly related to the corresponding Project.
- Single Sign-On is limited to You (being the Paying Organization) as well as, where applicable, Your affiliates that have been identified as Your affiliates in the Oracle Aconex Cloud Service.

Your Content (whether You are a Paying Organization or a Non-Paying Organization) may not include any data that You are not permitted to transfer, store or have stored or transferred by Oracle, whether in whole or in part, outside of the applicable territory at any time during the Agreement.

For clarity, this cloud service is accessible by other Participants invited to the applicable System Project, subject to the usage limits and the order.

## Disaster Recovery and Service Availability

As described in the Oracle Industries Cloud Services Pillar Document, this Oracle Cloud Service has the following Recovery Time Objective (RTO), Recovery Point Objective (RPO) and Target Service Availability Level for the Production Environment:

CLOUD SERVICE	RECOVERY TIME OBJECTIVE (RTO)	RECOVERY POINT OBJECTIVE (RPO)	TARGET SYSTEM AVAILABILITY
Oracle Aconex Australian Government Connected Cost Enterprise Cloud Service - Per Hosted Named User	24 Hours	1 Hour	99.5%

The Target Service Availability Level does not apply in the event of a major disaster, as declared by Oracle, that leads to loss of a data center and corresponding service unavailability, or a national or global emergency or during Unplanned Downtime. Unplanned Downtime is described in the applicable Oracle Cloud Policies and Pillar Documentation referenced below. The RTO and RPO 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 Industries Cloud Services Pillar Document, which may be viewed at <https://www.oracle.com/contracts/cloud-services>.

## **Oracle Aconex Scheduled Archive Enterprise Cloud Service for Australian Government – Per Hosted Named User**

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Part #: B111124

Oracle Aconex Scheduled Archive Cloud Services for Australian Government (“Scheduled Archive”) provide one incremental download of a read-only Project archive, to the Customer’s server location, for each selected eligible Project in accordance with the Usage Limits below.

The Scheduled Archive is dedicated for production use and users are authorized to access the following:

- Scheduled Archive
- Single Sign-On

Subject to the paragraph below, the Scheduled Archive Service provides an installable application which incrementally transmits a copy of Your Content (limited to Transmitted, Received, and Draft Mail, Registered Documents, and Event Log) on the selected Project to a designated network location using a user interface similar to the user interface of the Oracle Aconex Cloud Service at the time the application is purchased. You must maintain an active internet connection (at Your cost) and ensure Scheduled Archive is downloading data according to Your set schedule.

The Scheduled Archive will be based on Your Content viewable by Your User account (within Your organization on Aconex) that You select for the purposes of generating the Scheduled Archive. It is Your responsibility to ensure that the above referenced User account has access to all applicable Your Content in Oracle Aconex (within the aforementioned limitations of Your Content set forth above) and that You remove any access control features that limit what that User account can view. You may also request that Oracle disable confidentiality features that would otherwise have excluded certain portions of Your Content from the Scheduled Archive. You represent and warrant that You have all the rights, consents and authorization necessary to receive the Scheduled Archive and Your Content contained therein (including Your Content that would have otherwise not be available or viewable by Your selected User account if the confidentiality or access control features were not disabled). You agree to fully indemnify Oracle for any claim by any party related to a breach of this section, Oracle disabling any confidentiality features or Oracle’s provision of the Scheduled Archive to You.

## Usage Limits

This Oracle Cloud Service is subject to usage limits based on:

- A maximum number of Hosted Named Users as identified in Your order and which must match the base cloud service quantity for the cloud service reference below in Pre-Requisite Base Service.
- A single Scheduled Archive will be provided to You for each active Project. If Your agreement includes Your Customer Entities under extended usage rights, Your Customer Entity is eligible for the single Scheduled Archive, instead of You, as long as the Customer Entity is a participating organization on the project.
- Project must be available to You in (at least) read-only mode for the extraction API to function.
- You must initiate Your scheduled archive as soon as possible, allowing enough time for all data to download to guarantee full archive delivery. Download time will depend on volume of data to be archived.
- On completion of Your Services Period, if Oracle Aconex Schedule Archive is not renewed, all data already downloaded remains with You and no further updates will be sent from the Oracle Aconex Cloud Service to the Oracle Aconex Schedule Archive Application Program.

Your Content (whether You are a Paying Organization or a Non-Paying Organization) may not include any data that You are not permitted to transfer, store or have stored or transferred by Oracle, whether in whole or in part, outside of the applicable territory at any time during the Agreement.

## Pre-Requisite Base Service

In order to use this Oracle Cloud Service, You must first purchase Oracle Aconex Australian Government Enterprise Cloud Service – Per Hosted Named User (Part #: B96527). The same commitments described in B96527 shall apply to this Oracle Cloud Service.

## Application Program Component of Cloud Service

This Cloud Service contains a downloadable component that shall be used solely with Your licensed Program at Your location. The obligations for download and execution related to the Cloud Service and Project shall be Your responsibility. These obligations and assumptions shall include, but are not limited to:

- Executing the archive Application Program download.
- Executing the Application Program that connects to the Project to initiate download of Your Content.

## Disaster Recovery and Service Availability

The RTO, RPO, and Target Service Availability Level of this Oracle Cloud Service are provided with the applicable pre-requisite base 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 Industries Cloud Services Pillar Document, which may be viewed at [www.oracle.com/contracts/cloud-services](http://www.oracle.com/contracts/cloud-services).

The Oracle Cloud Policies and Pillar Documentation do not apply to the downloadable Application Program component of the Oracle Aconex Scheduled Archive Cloud Service. The Oracle Cloud Policies and Pillar Documentation, the Data Processing Agreement, and Oracle security practices shall not be applicable once Your Content has been archived and downloaded to Your server location.

# ORACLE ACONEX ENTERPRISE CLOUD SERVICES FOR UNITED STATES DEPARTMENT OF DEFENSE

## Oracle Aconex United States Department of Defense Enterprise Cloud Service - Per 1M of Project Value Allowance

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Part #: B91334

Available in United States Only.

Oracle Aconex United States Department of Defense Cloud Service is aligned to the control requirements of the Department of Defense (DoD) Cloud Computing Security Requirements Guide (SRG) Impact Level 4 (IL4) authorization level.

Oracle Aconex United States Department of Defense Cloud Service is hosted within U.S. data centers, for both production and disaster recovery purposes, which provides an isolated hosting environment that aligns to the Risk Management Framework as defined by NIST SP 800-37, NIST SP 800-53, and FIPS 199. Physical access is enforced by an electronic access control system comprised of card readers and PIN pads as well as visual verification by security guards.

Authorization to Operate (ATO) support from a U.S. Cloud Operations public sector compliance analyst is included with this Cloud Service to assist customers who seek to complete the initial Federal Risk and Authorization Management Program (FedRAMP) and Defense Information Systems Agency (DISA) ATO process. Thereafter, Oracle will work with customers to maintain the Cloud Service in compliance with the FedRAMP and DISA requirements for managing and structuring FedRAMP and DISA authorization documentation packages. Oracle may, at its discretion, reuse suitable documentation to leverage prior assessments and FedRAMP and DISA authorization results. Oracle reserves the right to manage the Cloud Service as appropriate to meet FedRAMP and DISA requirements.

The Oracle Aconex United States Department of Defense Cloud Service is dedicated for production use and users are authorized to access the following:

- Documents
- Workflows
- Directories
- Tasks
- Mail
- Tenders
- Supplier Documents
- Packages
- Field
- Mobile
- Model Explore
- APIs
- 2-Step Verification (required for all Projects and organizations)
- Single Sign-On

Your onboarding order of Oracle Aconex United States Department of Defense Cloud Service may require You to acquire the Oracle Aconex Inclusive Service. Your onboarding and renewal order of Oracle Aconex Department of Defense Enterprise Cloud Service requires You to purchase the Oracle Aconex Template Development Service.

## Usage Limits

This Oracle Cloud Service is subject to usage limits based on:

- Unlimited Projects up to a maximum quantity of 1M of Project Value Allowance (PVA) as identified in Your order.
- Project Value Consumption (PVC) commences when the Oracle Aconex Cloud Services are first used for the purposes of the Project delivery of Your scope for the applicable Project.
- During the Services Period, each Project will be deemed to consume Project Value and therefore be included in the calculation of PVC on a straight-line basis over the delivery duration of the Project from its commencement on the Oracle Aconex Cloud Services up to the start of the defects liability period (rounded up to the nearest whole month). If the forecast duration of the Project extends beyond the end of the Services Period end date specified in Your order, only that proportion of the Project Value on a straight-line basis prior to the expiry of the Services Period is deemed to consume Project Value Allowance (PVA).
- If the forecast duration or Project Value of any Project varies, then the PVC distribution will be adjusted accordingly.
- Oracle may maintain a record of the details of each Project using the Services under Your order, recording its Project Value and contribution to the PVC. Oracle and You will review the record periodically during the term of Your order to update and validate PVC and for Oracle, in its reasonable discretion, to determine whether the PVA or the scope of the order has been exceeded. You will notify Oracle of any change in a Project's PV during the Services Period, and in the event of an increase in PV during the Services Period results in the PVA likely being exceeded, You agree to execute an order with Oracle to reflect such increase in PVA in accordance with the below paragraph.
- Subject to You executing an order or amendment with Oracle, You may increase the PVA during the Services Period of Your order and the additional fee for the PVA increase will be based on the monthly unit net price for all PVA-based services calculated from the start of the Services Period of Your original order or its renewal order whichever is the later for the relevant service, and such additional fees shall be invoiced over the remaining duration of Your current Services Period (for the relevant service).
- For Projects managed under a separate Single Project order, and where the order has expired but services are still required, You may elect to incorporate the Project under Your Enterprise order and only the future period, commencing from the date such Project is added to the Enterprise order, of the Project will be included as PVC.
- You may provision an unlimited number of Projects during the Services Period based on any Project or Project template established by You. Support for any modifications to Project configuration may require You to purchase Consulting Services under a separate order.
- Any additional usage rights or expanded customer definition contained under Your Agreement or order, that provide entities other than the Customer with usage rights related

to Cloud Services will not allow these entities the right to use the Oracle Aconex Cloud Services for such entities' Projects, unless stated otherwise in Your applicable Oracle Aconex Cloud Services' order.

- Oracle will configure the service as Explicit Invitation mode. You will be responsible for the authorization and access of users to the Service.
- Single Sign-On is limited to You (being the Paying Organization) as well as, where applicable, Your affiliates that have been identified as Your affiliates in the Oracle Aconex Cloud Service.
- Files uploaded and stored in Your Oracle Aconex Cloud Service, including but not limited to documents, drawings, and photographs, must be directly related to the corresponding Project.

Your Content (whether You are a Paying Organization or a Non-Paying Organization) may not include any data that You are not permitted to transfer, store or have stored or transferred by Oracle, whether in whole or in part, outside of the applicable territory at any time during the Agreement.

**Defects Liability Period**

Each Project that is completed during the term of Your Oracle Aconex United States Department of Defense Enterprise Cloud Service order includes a 12-month Defects Liability period with the following restrictions:

- The Defects Liability period is available only if You maintain Your Oracle Aconex United States Department of Defense Enterprise Cloud Service related to that Project.
- Defects Liability is valid for a 12-month period and does not include any implementation, training or other consulting services.
- Activity (defined as the number of transactions recorded on the Oracle Aconex Cloud Services) during the Defects Liability period is limited to a maximum of 20% of the monthly average Activity before the commencement of the Defects Liability period.

**Disaster Recovery and Service Availability**

As described in the Oracle Industries Cloud Services Pillar Document, this Oracle Cloud Service has the following Recovery Time Objective (RTO), Recovery Point Objective (RPO) and Target Service Availability Level for the Production Environment:

CLOUD SERVICE	RECOVERY TIME OBJECTIVE (RTO)	RECOVERY POINT OBJECTIVE (RPO)	TARGET SYSTEM AVAILABILITY
Oracle Aconex United States Department of Defense Enterprise Cloud Service - Per 1M of Project Value Allowance	12 Hours	4 Hours	99.5%

The Target Service Availability Level does not apply in the event of a major disaster, as declared by Oracle, that leads to loss of a data center and corresponding service unavailability, or a national or

global emergency or during Unplanned Downtime. Unplanned Downtime is described in the applicable Oracle Cloud Policies and Pillar Documentation referenced below. The RTO and RPO 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 Industries Cloud Services Pillar Document, which may be viewed at [www.oracle.com/contracts/cloud-services](http://www.oracle.com/contracts/cloud-services).

## **Oracle Aconex United States Department of Defense Enterprise Cloud Service - Per Hosted Named User**

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Part #: B91457

Available in United States Only.

Oracle Aconex United States Department of Defense Cloud Service is aligned to the control requirements of the Department of Defense (DoD) Cloud Computing Security Requirements Guide (SRG) Impact Level 4 (IL4) authorization level.

Oracle Aconex United States Department of Defense Cloud Service is hosted within U.S. data centers, for both production and disaster recovery purposes, which provides an isolated hosting environment that aligns to the Risk Management Framework as defined by NIST SP 800-37, NIST SP 800-53, and FIPS 199. Physical access is enforced by an electronic access control system comprised of card readers and PIN pads as well as visual verification by security guards.

Authorization to Operate (ATO) support from a U.S. Cloud Operations public sector compliance analyst is included with this Cloud Service to assist customers who seek to complete the initial Federal Risk and Authorization Management Program (FedRAMP) and Defense Information Systems Agency (DISA) ATO process. Thereafter, Oracle will work with customers to maintain the Cloud Service in compliance with the FedRAMP and DISA requirements for managing and structuring FedRAMP and DISA authorization documentation packages. Oracle may, at its discretion, reuse suitable documentation to leverage prior assessments and FedRAMP and DISA authorization results. Oracle reserves the right to manage the Cloud Service as appropriate to meet FedRAMP and DISA requirements.

The Oracle Aconex United States Department of Defense Cloud Service is dedicated for production use and users are authorized to access the following:

- Documents
- Workflows
- Directories
- Tasks
- Mail
- Tenders
- Supplier Documents
- Packages
- Field

- Mobile
- Model Explore
- APIs
- 2-Step Verification (required for all Projects and organizations)
- Single Sign-On

Your onboarding order of Oracle Aconex United States Department of Defense Cloud Service may require You to acquire the Oracle Aconex Inclusive Service. Your onboarding and renewal order of Oracle Aconex Department of Defense Enterprise Cloud Service requires You to purchase the Oracle Aconex Template Development Service.

### **Usage Limits**

This Oracle Cloud Service is subject to usage limits based on:

- A maximum number of Hosted Named Users (including Your Users and all other users accessing the Services) as identified in Your order.
- Each user can be granted access to any Project managed under the term of Your order.
- For avoidance of doubt, Aconex Guest Users are considered Hosted Named Users.
- You may provision an unlimited number of Projects during the Services Period based on any Project or Project template established by You. Support for any modifications to Project configuration may require You to purchase Consulting Services under a separate order.
- Any additional usage rights or expanded customer definition contained under Your Agreement or order, that provide entities other than the Customer with usage rights related to Cloud Services will not allow these entities the right to use the Oracle Aconex Cloud Services for such entities' Projects, unless stated otherwise in Your applicable Oracle Aconex Cloud Services' order.
- Oracle will configure the service as Explicit Invitation mode. You will be responsible for the authorization and access of users to the Service.
- Single Sign-On is limited to You (being the Paying Organization) as well as, where applicable, Your affiliates that have been identified as Your affiliates in the Oracle Aconex Enterprise Cloud Service.
- Files uploaded and stored in Your Oracle Aconex Enterprise Cloud Service, including but not limited to documents, drawings, models and photographs, must be directly related to the corresponding Project.

Your Content (whether You are a Paying Organization or a Non-Paying Organization) may not include any data that You are not permitted to transfer, store or have stored or transferred by Oracle, whether in whole or in part, outside of the applicable territory at any time during the Agreement.

### **Disaster Recovery and Service Availability**

As described in the Oracle Industries Cloud Services Pillar Document, this Oracle Cloud Service has the following Recovery Time Objective (RTO), Recovery Point Objective (RPO) and Target Service Availability Level for the Production Environment:

CLOUD SERVICE	RECOVERY TIME OBJECTIVE (RTO)	RECOVERY POINT OBJECTIVE (RPO)	TARGET SYSTEM AVAILABILITY
Oracle Aconex United States Department of Defense Enterprise Cloud Service - Per Hosted Named User	12 Hours	4 Hours	99.5%

The Target Service Availability Level does not apply in the event of a major disaster, as declared by Oracle, that leads to loss of a data center and corresponding service unavailability, or a national or global emergency or during Unplanned Downtime. Unplanned Downtime is described in the applicable Oracle Cloud Policies and Pillar Documentation referenced below. The RTO and RPO 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 Industries Cloud Services Pillar Document, which may be viewed at [www.oracle.com/contracts/cloud-services](http://www.oracle.com/contracts/cloud-services).

# ORACLE ACONEX ENTERPRISE CLOUD SERVICES FOR UNITED STATES GOVERNMENT

## Oracle Aconex United States Government Enterprise Cloud Service - Per 1M of Project Value Allowance

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Part #: B97136

Available in United States Only.

Oracle Aconex United States Government Cloud Service is hosted within U.S. data centers. The Oracle Aconex application layer is administered by United States nationals.

The Oracle Aconex United States Government Cloud Service is dedicated for production use and users are authorized to access the following:

- Documents
- Workflows
- Directories
- Tasks
- Mail
- Tenders
- Supplier Documents
- Packages
- Mobile
- Model Explore
- APIs
- 2-Step Verification (required for all Projects and organizations)
- Single Sign-On

Your onboarding order of Oracle Aconex United States Government Cloud Service may require You to acquire the Oracle Aconex Inclusive Service. Your onboarding and renewal order of Oracle Aconex for Government Enterprise Cloud Service requires You to purchase the Oracle Aconex Template Development Service.

### Usage Limits

This Oracle Cloud Service is subject to usage limits based on:

- Unlimited Projects up to a maximum quantity of 1M of Project Value Allowance (PVA) as identified in Your order.
- Project Value Consumption (PVC) commences when the Oracle Aconex Cloud Services are first used for the purposes of the Project delivery of Your scope for the applicable Project.
- During the Services Period, each Project will be deemed to consume Project Value and therefore be included in the calculation of PVC on a straight-line basis over the delivery duration of the Project from its commencement on the Oracle Aconex Cloud Services up to the start of the defects liability period (rounded up to the nearest whole month). If the forecast duration of the Project extends beyond the end of the Services Period end date specified in Your order, only that proportion of the Project Value on a straight-line basis

prior to the expiry of the Services Period is deemed to consume Project Value Allowance (PVA).

- If the forecast duration or Project Value of any Project varies, then the PVC distribution will be adjusted accordingly.
- Oracle may maintain a record of the details of each Project using the Services under Your order, recording its Project Value and contribution to the PVC. Oracle and You will review the record periodically during the term of Your order to update and validate PVC and for Oracle, in its reasonable discretion, to determine whether the PVA or the scope of the order has been exceeded. You will notify Oracle of any change in a Project's PV during the Services Period, and in the event of an increase in PV during the Services Period results in the PVA likely being exceeded, You agree to execute an order with Oracle to reflect such increase in PVA in accordance with the below paragraph.
- Subject to You executing an order or amendment with Oracle, You may increase the PVA during the Services Period of Your order and the additional fee for the PVA increase will be based on the monthly unit net price for all PVA-based services calculated from the start of the Services Period of Your original order or its renewal order whichever is the later for the relevant service, and such additional fees shall be invoiced over the remaining duration of Your current Services Period (for the relevant service).
- For Projects managed under a separate Single Project order, and where the order has expired but services are still required, You may elect to incorporate the Project under Your Enterprise order and only the future period, commencing from the date such Project is added to the Enterprise order, of the Project will be included as PVC.
- You may provision an unlimited number of Projects during the Services Period based on any Project or Project template established by You. Support for any modifications to Project configuration may require You to purchase Consulting Services under a separate order.
- Any additional usage rights or expanded customer definition contained under Your Agreement or order, that provide entities other than the Customer with usage rights related to Cloud Services will not allow these entities the right to use the Oracle Aconex Cloud Services for such entities' Projects, unless stated otherwise in Your applicable Oracle Aconex Cloud Services' order.
- Oracle will configure the service as Explicit Invitation mode. You will be responsible for the authorization and access of users to the Service.
- Single Sign-On is limited to You (being the Paying Organization) as well as, where applicable, Your affiliates that have been identified as Your affiliates in the Oracle Aconex Cloud Service.
- Files uploaded and stored in Your Oracle Aconex Cloud Service, including but not limited to documents, drawings, and photographs, must be directly related to the corresponding Project.

Your Content (whether You are a Paying Organization or a Non-Paying Organization) may not include any data that You are not permitted to transfer, store or have stored or transferred by Oracle, whether in whole or in part, outside of the applicable territory at any time during the Agreement.

## Defects Liability Period

Each Project that is completed during the term of Your Oracle Aconex United States Government Enterprise Cloud Service order includes a 12-month Defects Liability period with the following restrictions:

- The Defects Liability period is available only if You maintain Your Oracle Aconex United States Government Enterprise Cloud Service related to that Project.
- Defects Liability is valid for a 12-month period and does not include any implementation, training or other consulting services.
- Activity (defined as the number of transactions recorded on the Oracle Aconex Cloud Services) during the Defects Liability period is limited to a maximum of 20% of the monthly average Activity before the commencement of the Defects Liability period.

## Disaster Recovery and Service Availability

As described in the Oracle Industries Cloud Services Pillar Document, this Oracle Cloud Service has the following Recovery Time Objective (RTO), Recovery Point Objective (RPO) and Target Service Availability Level for the Production Environment:

CLOUD SERVICE	RECOVERY TIME OBJECTIVE (RTO)	RECOVERY POINT OBJECTIVE (RPO)	TARGET SYSTEM AVAILABILITY
Oracle Aconex United States Government Enterprise Cloud Service - Per 1M of Project Value Allowance	12 Hours	4 Hours	99.5%

The Target Service Availability Level does not apply in the event of a major disaster, as declared by Oracle, that leads to loss of a data center and corresponding service unavailability, or a national or global emergency or during Unplanned Downtime. Unplanned Downtime is described in the applicable Oracle Cloud Policies and Pillar Documentation referenced below. The RTO and RPO 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 Industries Cloud Services Pillar Document, which may be viewed at [www.oracle.com/contracts/cloud-services](http://www.oracle.com/contracts/cloud-services).

## Oracle Aconex United States Government Enterprise Cloud Service - Per Hosted Named User

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Part #: B97137

Available in United States Only.

Oracle Aconex United States Government Cloud Service is hosted within U.S. data centers. The Oracle Aconex application layer is administered by United States nationals.

The Oracle Aconex United States Government Cloud Service is dedicated for production use and users are authorized to access the following:

- Documents
- Workflows
- Directories
- Tasks
- Mail
- Tenders
- Supplier Documents
- Packages
- Mobile
- Model Explore
- APIs
- 2-Step Verification (required for all Projects and organizations)
- Single Sign-On

Your onboarding order of Oracle Aconex United States Government Cloud Service may require You to acquire the Oracle Aconex Inclusive Service. Your onboarding and renewal order of Oracle Aconex for Government Enterprise Cloud Service requires You to purchase the Oracle Aconex Template Development Service.

### **Usage Limits**

This Oracle Cloud Service is subject to usage limits based on:

- A maximum number of Hosted Named Users (including Your Users and all other users accessing the Services) as identified in Your order.
- Each user can be granted access to any Project managed under the term of Your order.
- For avoidance of doubt, Aconex Guest Users are considered Hosted Named Users.
- You may provision an unlimited number of Projects during the Services Period based on any Project or Project template established by You. Support for any modifications to Project configuration may require You to purchase Consulting Services under a separate order.
- Any additional usage rights or expanded customer definition contained under Your Agreement or order, that provide entities other than the Customer with usage rights related to Cloud Services will not allow these entities the right to use the Oracle Aconex Cloud Services for such entities' Projects, unless stated otherwise in Your applicable Oracle Aconex Cloud Services' order.
- Oracle will configure the service as Explicit Invitation mode. You will be responsible for the authorization and access of users to the Service.
- Single Sign-On is limited to You (being the Paying Organization) as well as, where applicable, Your affiliates that have been identified as Your affiliates in the Oracle Aconex Enterprise Cloud Service.

- Files uploaded and stored in Your Oracle Aconex Enterprise Cloud Service, including but not limited to documents, drawings, models and photographs, must be directly related to the corresponding Project.

Your Content (whether You are a Paying Organization or a Non-Paying Organization) may not include any data that You are not permitted to transfer, store or have stored or transferred by Oracle, whether in whole or in part, outside of the applicable territory at any time during the Agreement.

**Disaster Recovery and Service Availability**

As described in the Oracle Industries Cloud Services Pillar Document, this Oracle Cloud Service has the following Recovery Time Objective (RTO), Recovery Point Objective (RPO) and Target Service Availability Level for the Production Environment:

CLOUD SERVICE	RECOVERY TIME OBJECTIVE (RTO)	RECOVERY POINT OBJECTIVE (RPO)	TARGET SYSTEM AVAILABILITY
Oracle Aconex United States Government Enterprise Cloud Service - Per Hosted Named User	12 Hours	4 Hours	99.5%

The Target Service Availability Level does not apply in the event of a major disaster, as declared by Oracle, that leads to loss of a data center and corresponding service unavailability, or a national or global emergency or during Unplanned Downtime. Unplanned Downtime is described in the applicable Oracle Cloud Policies and Pillar Documentation referenced below. The RTO and RPO 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 Industries Cloud Services Pillar Document, which may be viewed at [www.oracle.com/contracts/cloud-services](http://www.oracle.com/contracts/cloud-services).

## ORACLE ACONEX SINGLE PROJECT CLOUD SERVICES (COMMERCIAL)

### Oracle Aconex Early Access Single Project Cloud Service – Per 1M of Project Value

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Part #: B95684

The Oracle Aconex Early Access Single Project Cloud Service is dedicated for production use and users are authorized to access the following:

- Documents
- Workflows
- Directories
- Tasks
- Mail
- Tenders
- Supplier Documents
- Packages
- Field
- Contracts
- Mobile
- APIs
- Model Coordination
- Organizational 2-Step Verification
- Project-level 2-Step Verification (per Your request to Oracle)
- Single Sign-On

Your onboarding order of Oracle Aconex Early Access Single Project Cloud Service may require You to acquire the Oracle Aconex Inclusive Service.

#### Usage Limits

This Oracle Aconex Early Access Single Project Cloud Service is subject to usage limits based on:

- You are allotted the maximum quantity of Project Value (in Millions) for the designated Project.
- Oracle grants You access of the Oracle Aconex Cloud Service solely to perform activities prior to construction, defined as the earlier of site establishment and appointment of head contractor, for the Single Project specified in Your order.
- You acknowledge that the established pricing in Your order has been provided on the condition that, where You use the Oracle Aconex Cloud Service related to the Early Access Single Project, You will continue to use the Oracle Aconex Cloud Service for all collaboration related to the Early Access Project that falls outside of the scope of Early Access by obtaining a separate Oracle Aconex Single Project Cloud Service order.
- Subject to You executing an order or amendment with Oracle, You may increase the Project Value during the Services Period of Your order and the additional fees charged will be based on the monthly unit net price for all Project Value-based services calculated from the start of the Services Period of Your original order for the relevant service, and such additional

fees shall be invoiced over the remaining duration of Your current Services Period (for the relevant service).

- In the event You and Oracle agree to extend the Services Period related to a Project, the fees for such extension will be based on the duration of such extension, the total monthly unit net price as identified in Your order(s) and any Project Value increases.
- Provided there are no outstanding fees and Oracle consents to such assignment, You may assign a System Project to a third party (“Assignee”), subject to:
  - You providing advance written notice to Oracle designating the System Project to be assigned;
  - You must not be in breach of Your current Agreement or any order placed under Your current Agreement or order;
  - You and the Assignee execute a System Project assignment agreement with Oracle;
  - The Assignee executes, or has an order, with Oracle to acquire Services related to the System Project and pay the applicable fees;
  - You and the Assignee agree that the assignment does not result in any change in Oracle’s rights and obligations or expand modify, or otherwise alter any use or component of the System Project provided under the Agreement and order.
- Any additional usage rights or expanded customer definition contained under Your Agreement or order, that provide entities other than the Customer with usage rights related to Cloud Services will not allow these entities the right to use the Oracle Aconex Cloud Services for such entities’ Projects, unless stated otherwise in Your applicable Oracle Aconex Cloud Services’ order.
- Single Sign-On is limited to You (being the Paying Organization) as well as, where applicable, Your affiliates that have been identified as Your affiliates in the Oracle Aconex Early Access Single Project Cloud Service.
- Files uploaded and stored in Your Oracle Aconex Early Access Single Project Cloud Service, including but not limited to documents, drawings, models and photographs, must be directly related to the corresponding Project.

Your Content (whether You are a Paying Organization or a Non-Paying Organization) may not include any data that You are not permitted to transfer, store or have stored or transferred by Oracle, whether in whole or in part, outside of the applicable territory at any time during the Agreement.

### **Additional System Project**

As part of Your Oracle Aconex Early Access Single Project order, per Your request to Oracle, You may optionally obtain one additional System Project alongside Your base System Project provisioned with Your Oracle Aconex Early Access Single Project Cloud Service with the following requirements and limitations:

- Access to the additional System Project will terminate when the Project is at the later of: the final Services Period of Your Oracle Aconex Early Access Single Project, or, if the Project is subsequently managed through Oracle Aconex Single Project Cloud Service, the final Services Period of Your Oracle Aconex Single Project Cloud Service.

- Use of the additional System Project must comply with the metric, quantity, and usage limits as identified in Your active subscription for the Oracle Aconex Early Access Single Project Cloud Service.
- The additional System Project provides access to the same Cloud Service(s) as Your Oracle Aconex Early Access Single Project Cloud Service.
- For Your additional System Project, the following are optional and must be purchased separately, available at the later of: the final Services Period of Your Oracle Aconex Early Access Single Project, or, if the Project is subsequently managed through Oracle Aconex Single Project Cloud Service, the final Services Period of Your Oracle Aconex Single Project Cloud Service:
  - Oracle Aconex Online Archive Cloud Service – Gigabyte
  - Oracle Aconex Single Project Archive – Gigabyte
- If you require more than the maximum two System Projects allowed with Your purchase of Oracle Aconex Early Access Single Project Cloud Service, you can place a separate expansion order with Oracle for the following Cloud Service: Oracle Aconex Single Project Cloud Service, Additional System Project.

### Application Program Components of Cloud Service

Oracle Aconex Early Access provides downloadable components, as specified in the Program Documentation, that shall be used solely with Your licensed Program at Your location. The obligations for download and execution related to the downloadable component shall be Your responsibility. These obligations and assumptions shall include, but are not limited to:

- Executing the Application Program download
- Executing the Application Program that connects to the Oracle Aconex environment

### Disaster Recovery and Service Availability

As described in the Oracle Industries Cloud Services Pillar Document, this Oracle Cloud Service has the following Recovery Time Objective (RTO), Recovery Point Objective (RPO) and Target Service Availability Level for the Production Environment:

CLOUD SERVICE	RECOVERY TIME OBJECTIVE (RTO)	RECOVERY POINT OBJECTIVE (RPO)	TARGET SYSTEM AVAILABILITY
Oracle Aconex Early Access Single Project Cloud Service – Per 1M of Project Value	24 Hours	1 Hour	99.5%

The Target Service Availability Level does not apply in the event of a major disaster, as declared by Oracle, that leads to loss of a data center and corresponding service unavailability, or a national or global emergency or during Unplanned Downtime. Unplanned Downtime is described in the applicable Oracle Cloud Policies and Pillar Documentation referenced below. The RTO and RPO 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 Industries Cloud Services Pillar Document, which may be viewed at [www.oracle.com/contracts/cloud-services](http://www.oracle.com/contracts/cloud-services).

The Oracle Cloud Hosting and Delivery Policies and Industries Cloud Services Pillar Document, Data Processing Agreement, Oracle security practices, and Oracle Aconex Cloud Services Terms of Use do not apply to the downloadable Application Program components.

## Oracle Aconex Single Project Cloud Service - Per 1M of Project Value

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Part #: B95681

The Oracle Aconex Single Project Cloud Service is dedicated for production use and users are authorized to access the following:

- Documents
- Workflows
- Directories
- Tasks
- Mail
- Tenders
- Supplier Documents
- Packages
- Field
- Contracts
- Mobile
- APIs
- Model Coordination
- Organizational 2-Step Verification
- Project-level 2-Step Verification (per Your request to Oracle)
- Single Sign-On

Your onboarding order of the Oracle Aconex Single Project Cloud Service may require You to acquire the Oracle Aconex Inclusive Service.

### Usage Limits

This Oracle Aconex Single Project Cloud Service is subject to usage limits based on:

- You are allotted the maximum quantity of Project Value (in Millions) for the designated Project.
- Any add-on Oracle Aconex Single Project Cloud Service, with metric 1M of Project Value, must match the same quantity and Services Period as defined for Oracle Aconex Single Project Cloud Service and fees charged to You will commence with the start of the add-on order.

- You will notify Oracle of any change in PV during the Services Period, and in the event of an increase in PV during the Services Period, You agree to execute an order with Oracle to reflect such increase in PV in accordance with the below paragraph.
- Subject to You executing an order or amendment with Oracle, You may increase the Project Value during the Services Period of Your order and the additional fees charged will be based on the monthly unit net price for all Project Value-based services calculated from the start of the Services Period of Your original order for the relevant service, and such additional fees shall be invoiced over the remaining duration of Your current Services Period (for the relevant service).
- In the event You and Oracle agree to extend the Services Period related to a Project, the fees for such extension will be based on the duration of such extension, the total monthly unit net price as identified in Your order(s) and any Project Value increases.
- Single Sign-On is limited to You (being the Paying Organization) as well as, where applicable, Your affiliates that have been identified as Your affiliates in the Oracle Aconex Single Project Cloud Service.
- Files uploaded and stored in Oracle Aconex Single Project Cloud Service, including but not limited to documents, drawings, models and photographs, must be directly related to the corresponding Project.

Your Content (whether You are a Paying Organization or a Non-Paying Organization) may not include any data that You are not permitted to transfer, store or have stored or transferred by Oracle, whether in whole or in part, outside of the applicable territory at any time during the Agreement.

### **Additional System Project**

As part of Your Oracle Aconex Single Project order, per Your request to Oracle, You may optionally obtain one additional System Project alongside Your base System Project provisioned with Your Oracle Aconex Single Project Cloud Service with the following requirements and limitations:

- Access to the additional System Project must co-terminate with Your Oracle Aconex Single Project Services Period, including any extensions.
- Use of the additional System Project must comply with the metric, quantity, and usage limits as identified in Your active subscription for the Oracle Aconex Single Project Cloud Service.
- The additional System Project provides access to the same Cloud Service(s) as Your Oracle Aconex Single Project Cloud Service with the following exceptions:
  - Oracle Aconex Scheduled Archive Cloud Service, if purchased with your initial Oracle Aconex Single Project Cloud Service, enabled per Your request to Oracle only.
  - Oracle Aconex Handover Single Project Cloud Service is not supported.
- For Your additional System Project, if archive access is needed, the following must be purchased separately, available at the end of your subscription (or at the end of the extension, if applicable) to Oracle Aconex Single Project Cloud Service:
  - Oracle Aconex Online Archive Cloud Service – Gigabyte
  - Oracle Aconex Single Project Archive – Gigabyte
- If you require more than the maximum two System Projects allowed with Your purchase of Oracle Aconex Single Project Cloud Service, you can place a separate expansion order with

Oracle for the following Cloud Service: Oracle Aconex Single Project Cloud Service, Additional System Project.

### **Application Program Components of Cloud Service**

Oracle Aconex provides downloadable components, as specified in the Program Documentation, that shall be used solely with Your licensed Program at Your location. The obligations for download and execution related to the downloadable component shall be Your responsibility. These obligations and assumptions shall include, but are not limited to:

- Executing the Application Program download
- Executing the Application Program that connects to the Oracle Aconex environment

### **Disaster Recovery and Service Availability**

As described in the Oracle Industries Cloud Services Pillar Document, this Oracle Cloud Service has the following Recovery Time Objective (RTO), Recovery Point Objective (RPO) and Target Service Availability Level for the Production Environment:

CLOUD SERVICE	RECOVERY TIME OBJECTIVE (RTO)	RECOVERY POINT OBJECTIVE (RPO)	TARGET SYSTEM AVAILABILITY
Oracle Aconex Single Project Cloud Service - Per 1M of Project Value	24 Hours	1 Hour	99.5%

The Target Service Availability Level does not apply in the event of a major disaster, as declared by Oracle, that leads to loss of a data center and corresponding service unavailability, or a national or global emergency or during Unplanned Downtime. Unplanned Downtime is described in the applicable Oracle Cloud Policies and Pillar Documentation referenced below. The RTO and RPO 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 Industries Cloud Services Pillar Document, which may be viewed at [www.oracle.com/contracts/cloud-services](http://www.oracle.com/contracts/cloud-services).

The Oracle Cloud Hosting and Delivery Policies and Industries Cloud Services Pillar Document, Data Processing Agreement, Oracle security practices, and Oracle Aconex Cloud Services Terms of Use do not apply to the downloadable Application Program components.

## **Oracle Aconex Scheduled Archive Single Project Cloud Service – Per 1M of Project Value**

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Part #: B91493

(Formerly known as Oracle Aconex Scheduled Archive Cloud Service)

The Oracle Aconex Scheduled Archive Cloud Service (“Scheduled Archive”) provides one incremental download of a read-only Project archive, to the Customer’s server location, for Your selected eligible Project in accordance with the Usage Limits below.

Oracle Aconex Scheduled Archive Cloud Service is dedicated for production use and users are authorized to access the following:

- Scheduled Archive
- Single Sign-On

Subject to the paragraph below, the Scheduled Archive Service provides an installable application which incrementally transmits a copy of Your Content (limited to Transmitted, Received, and Draft Mail, Registered Documents, and Event Log) on the selected Project to a designated network location using a user interface similar to the user interface of the Oracle Aconex Cloud Service at the time the application is purchased. You must maintain an active internet connection (at Your cost) and ensure Scheduled Archive is downloading data according to Your set schedule.

The Scheduled Archive will be based on Your Content viewable by Your User account (within Your organization on Aconex) that You select for the purposes of generating the Scheduled Archive. It is Your responsibility to ensure that the above referenced User account has access to all applicable Your Content in Oracle Aconex (within the aforementioned limitations of Your Content set forth above) and that You remove any access control features that limit what that User account can view. You may also request that Oracle disable confidentiality features that would otherwise have excluded certain portions of Your Content from the Scheduled Archive. You represent and warrant that You have all the rights, consents and authorization necessary to receive the Scheduled Archive and Your Content contained therein (including Your Content that would have otherwise not be available or viewable by Your selected User account if the confidentiality or access control features were not disabled). You agree to fully indemnify Oracle for any claim by any party related to a breach of this section, Oracle disabling any confidentiality features or Oracle’s provision of the Scheduled Archive to You.

### **Usage Limits**

This Oracle Cloud Service is subject to usage limits based on:

- A maximum quantity of 1M of Project Value as identified in Your order and which must match the base cloud service quantity for the cloud service referenced below in Pre-Requisite Base Service.
- The Services Period for this cloud service must co-terminate with the Services Period of the base cloud service referenced below in Pre-Requisite Base Service, including any extensions of the base cloud service Services Period.
- A single Scheduled Archive will be provided to You for each active Project. If Your agreement includes Your Customer Entities under extended usage rights, Your Customer Entity is eligible for the single Scheduled Archive, instead of You, as long as the Customer Entity is a participating organization on the project.
- Project must be available to You in (at least) read-only mode for the extraction API to function.

- You must initiate Your scheduled archive as soon as possible, allowing enough time for all data to download to guarantee full archive delivery. Download time will depend on volume of data to be archived.
- On completion of Your Services Period, if Oracle Aconex Schedule Archive is not renewed, all data already downloaded remains with You and no further updates will be sent from the Oracle Aconex Cloud Service to the Oracle Aconex Schedule Archive Application Program.

### **Pre-Requisite Base Service**

In order to use this Oracle Cloud Service, You must first purchase Oracle Aconex Single Project Cloud Service - Per 1M of Project Value (Part #: B95681). The same commitments described in B95681 shall apply to this Oracle Cloud Service.

### **Application Program Component of Cloud Service**

This Cloud Service contains a downloadable component that shall be used solely with Your licensed Program at Your location. The obligations for download and execution related to the Cloud Service and Project shall be Your responsibility. These obligations and assumptions shall include, but are not limited to:

- Executing the archive Application Program download.
- Executing the Application Program that connects to the Project to initiate download of Your Content.

### **Disaster Recovery and Service Availability**

The RTO, RPO, and Target Service Availability Level of this Oracle Cloud Service are provided with the applicable pre-requisite base 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 Industries Cloud Services Pillar Document, which may be viewed at [www.oracle.com/contracts/cloud-services](http://www.oracle.com/contracts/cloud-services).

The Oracle Cloud Policies and Pillar Documentation do not apply to the downloadable Application Program component of the Oracle Aconex Scheduled Archive Cloud Service. The Oracle Cloud Policies and Pillar Documentation, the Data Processing Agreement, and Oracle security practices shall not be applicable once Your Content has been archived and downloaded to Your server location.

## **Oracle Aconex Defects Liability Single Project Cloud Service - Per 1M of Project Value**

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Part #: B91491

Usage Limits

This Oracle Cloud Service is subject to usage limits based on:

- A maximum quantity of 1M of Project Value as identified in Your order. The quantity must be equivalent to the Project Value for the Project during the last month that immediately precedes the commencement of the Oracle Aconex Defects Liability Services Period.
- The specified number of months on Your order and in accordance to the following:
- The Defects Liability period provides limited access to Your Oracle Aconex Single Project but does not include any implementation, training or other consulting services.
- Limited access includes access to each Oracle Aconex Cloud Service that was on Your Order immediately preceding the commencement of the Oracle Aconex Defects Liability Service Period other than Oracle Aconex Connected Cost Cloud Service by Hosted Named User, which must be purchased separately.
- Activity (defined as the number of transactions recorded in the cloud service) on the Project during the Defects Liability period is limited to a maximum of 20% of the monthly average Activity during the Oracle Aconex Cloud Service subscription term.
- In the event that Activity during the Defects Liability period exceeds 20% of the monthly Activity, additional fees shall apply based on the monthly unit net price for all Oracle Aconex Cloud Services immediately preceding the commencement of the Oracle Aconex Defects Liability Service Period multiplied by the number of months of Your Oracle Aconex Defects Liability Services Period.
- You will notify Oracle of any change in PV during the Services Period, and in the event of an increase in PV during the Services Period, You agree to execute an order with Oracle to reflect such increase in PV in accordance with the below paragraph.
- In the event You and Oracle agree to extend the Services Period related to a Project, the fees for such extension will be based on the duration of such extension, the total monthly unit net price as identified in Your order(s) and any Project Value increases.

Your Content (whether You are a Paying Organization or a Non-Paying Organization) may not include any data that You are not permitted to transfer, store or have stored or transferred by Oracle, whether in whole or in part, outside of the applicable territory at any time during the Agreement.

For clarity, this cloud service is accessible by other Participants invited to the applicable System Project, subject to the usage limits and the order.

### **Disaster Recovery and Service Availability**

As described in the Oracle Industries Cloud Services Pillar Document, this Oracle Cloud Service has Recovery Time and Recovery Point Objectives and Target Service Availability Level as listed under Oracle Aconex Base Cloud Services.

### **Oracle Cloud Policies and Pillar Documentation**

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

## **Oracle Aconex Single Project Cloud Service - Per Hosted Named User**

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Part #: B95682

The Oracle Aconex Single Project Cloud Service is dedicated for production use and users are authorized to access the following:

- Documents
- Workflows
- Directories
- Tasks
- Mail
- Tenders
- Supplier Documents
- Packages
- Field
- Contracts
- Mobile
- APIs
- Model Coordination
- Organizational 2-Step Verification
- Project-level 2-Step Verification (per Your request to Oracle)
- Single Sign-On

Your onboarding order of the Oracle Aconex Single Project Cloud Service may require You to acquire the Oracle Aconex Inclusive Service.

### **Usage Limits**

This Oracle Aconex Single Project Cloud Service is subject to usage limits based on:

- A maximum number of Hosted Named Users (including Your Users and all other users accessing the Services) as identified in Your order.
- For the purpose of Single Project Cloud Services, each Hosted Named User is granted access to the Project identified on Your order.
- In the event You and Oracle agree to extend the Services Period related to a Project, the fees for such extension will be based on the duration of such extension and the total monthly unit net price as identified in Your order(s).
- For avoidance of doubt, Aconex Guest Users are considered Hosted Named Users.
- Single Sign-On is limited to You (being the Paying Organization) as well as, where applicable, Your affiliates that have been identified as Your affiliates in the Oracle Aconex Single Project Cloud Service.
- Files uploaded and stored in Your Oracle Aconex Single Project Cloud Service, including but not limited to documents, drawings, models and photographs, must be directly related to the corresponding Project.

Your Content (whether You are a Paying Organization or a Non-Paying Organization) may not include any data that You are not permitted to transfer, store or have stored or transferred by Oracle, whether in whole or in part, outside of the applicable territory at any time during the Agreement.

## **Additional System Project**

As part of Your Oracle Aconex Single Project order, per Your request to Oracle, You may optionally obtain one additional System Project alongside Your base System Project provisioned with Your Oracle Aconex Single Project Cloud Service with the following requirements and limitations:

- Access to the additional System Project must co-terminate with Your Oracle Aconex Single Project Services Period, including any extensions.
- Use of the additional System Project must comply with the metric, quantity, and usage limits as identified in Your active subscription for the Oracle Aconex Single Project Cloud Service.
- The additional System Project provides access to the same Cloud Service(s) as Your Oracle Aconex Single Project Cloud Service with the following exceptions:
  - Oracle Aconex Scheduled Archive Cloud Service, if purchased with your initial Oracle Aconex Single Project Cloud Service, enabled per Your request to Oracle only.
  - Oracle Aconex Handover Single Project Cloud Service is not supported.
- For Your additional System Project, if archive access is needed, the following must be purchased separately, available at the end of your subscription (or at the end of the extension, if applicable) to Oracle Aconex Single Project Cloud Service:
  - Oracle Aconex Online Archive Cloud Service – Gigabyte
  - Oracle Aconex Single Project Archive – Gigabyte
- For Oracle Aconex Single Project Cloud Service - per Hosted Named User, each unique User participating in the additional System Project but not participating in the base System Project will count towards the maximum quantity as identified in Your original Oracle Cloud Services order.
- If you require more than the maximum two System Projects allowed with Your purchase of Oracle Aconex Single Project Cloud Service, you can place a separate expansion order with Oracle for the following Cloud Service: Oracle Aconex Single Project Cloud Service, Additional System Project.

## **Application Program Components of Cloud Service**

Oracle Aconex provides downloadable components, as specified in the Program Documentation, that shall be used solely with Your licensed Program at Your location. The obligations for download and execution related to the downloadable component shall be Your responsibility. These obligations and assumptions shall include, but are not limited to:

- Executing the Application Program download
- Executing the Application Program that connects to the Oracle Aconex environment

## **Disaster Recovery and Service Availability**

As described in the Oracle Industries Cloud Services Pillar Document, this Oracle Cloud Service has the following Recovery Time Objective (RTO), Recovery Point Objective (RPO) and Target Service Availability Level for the Production Environment:

CLOUD SERVICE	RECOVERY TIME OBJECTIVE (RTO)	RECOVERY POINT OBJECTIVE (RPO)	TARGET SYSTEM AVAILABILITY
Oracle Aconex Single Project Cloud Service - Per Hosted Named User	24 Hours	1 Hour	99.5%

The Target Service Availability Level does not apply in the event of a major disaster, as declared by Oracle, that leads to loss of a data center and corresponding service unavailability, or a national or global emergency or during Unplanned Downtime. Unplanned Downtime is described in the applicable Oracle Cloud Policies and Pillar Documentation referenced below. The RTO and RPO 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 Industries Cloud Services Pillar Document, which may be viewed at [www.oracle.com/contracts/cloud-services](http://www.oracle.com/contracts/cloud-services).

The Oracle Cloud Hosting and Delivery Policies and Industries Cloud Services Pillar Document, Data Processing Agreement, Oracle security practices, and Oracle Aconex Cloud Services Terms of Use do not apply to the downloadable Application Program components.

## Oracle Aconex Scheduled Archive Single Project Cloud Service – Per Hosted Named User

Part #: B92443

The Oracle Aconex Scheduled Archive Cloud Service (“Scheduled Archive”) provides one incremental download of a read-only Project archive, to the Customer’s server location, for Your selected eligible Project in accordance with the Usage Limits below.

Oracle Aconex Scheduled Archive Cloud Service is dedicated for production use and users are authorized to access the following:

- Scheduled Archive
- Single Sign-On

Subject to the paragraph below, the Scheduled Archive Service provides an installable application which incrementally transmits a copy of Your Content (limited to Transmitted, Received, and Draft Mail, Registered Documents, and Event Log) on the selected Project to a designated network location using a user interface similar to the user interface of the Oracle Aconex Cloud Service at the time the application is purchased. You must maintain an active internet connection (at Your cost) and ensure Scheduled Archive is downloading data according to Your set schedule.

The Scheduled Archive will be based on Your Content viewable by Your User account (within Your organization on Aconex) that You select for the purposes of generating the Scheduled Archive. It is Your responsibility to ensure that the above referenced User account has access to all applicable

Your Content in Oracle Aconex (within the aforementioned limitations of Your Content set forth above) and that You remove any access control features that limit what that User account can view. You may also request that Oracle disable confidentiality features that would otherwise have excluded certain portions of Your Content from the Scheduled Archive. You represent and warrant that You have all the rights, consents and authorization necessary to receive the Scheduled Archive and Your Content contained therein (including Your Content that would have otherwise not be available or viewable by Your selected User account if the confidentiality or access control features were not disabled). You agree to fully indemnify Oracle for any claim by any party related to a breach of this section, Oracle disabling any confidentiality features or Oracle's provision of the Scheduled Archive to You.

## Usage Limits

This Oracle Cloud Service is subject to usage limits based on:

- A maximum number of Hosted Named Users as identified in Your order. The quantity of the applicable metric is one of the following:
- If You are the Project Owner, the quantity equals the number of users of the base Aconex Cloud Service as identified on Your order; or
- If You are a Non-Paying Organization, the quantity equals the number of users belonging to Your organization on the applicable project
- A single Scheduled Archive will be provided to You for Your active Project. If Your agreement includes Your Customer Entities under extended usage rights, Your Customer Entity is eligible for the single Scheduled Archive, instead of You, as long as the Customer Entity is a participating organization on the project.
- Project must be available to You in (at least) read-only mode for the extraction API to function.
- You must initiate Your scheduled archive as soon as possible, allowing enough time for all data to download to guarantee full archive delivery. Download time will depend on volume of data to be archived.
- On completion of Your Services Period, if Oracle Aconex Schedule Archive is not extended, or the Project is not covered by a subsequent subscription to Oracle Aconex Defect Liability Cloud Service, all data already downloaded remains with You and no further updates will be sent from the Oracle Aconex Cloud Service to the Oracle Aconex Schedule Archive Application Program.
- Single Sign-On is limited to You (being the Paying Organization) as well as, where applicable, Your affiliates that have been identified as Your affiliates in the Oracle Aconex Cloud Service.
- Each Hosted Named User is granted access to the Project identified on Your order.
- In the event You and Oracle agree to extend the Services Period related to a Project, the fees for such extension will be based on the duration of such extension and the total monthly unit net price as identified in Your order(s).
- For avoidance of doubt, Aconex Guest Users are considered Hosted Named Users.

Your Content (whether You are a Paying Organization or a Non-Paying Organization) may not include any data that You are not permitted to transfer, store or have stored or transferred by

Oracle, whether in whole or in part, outside of the applicable territory at any time during the Agreement.

**Pre-Requisite Base Service**

In order to use this Oracle Cloud Service, You must meet one of the following requirements:

- As an add-on to Your subscription of Oracle Aconex Single Project Cloud Service - Per Hosted Named User (Part #: B95682). The same commitments described in B95682 shall apply to this Oracle Cloud Service.
- As a standalone order for one Aconex Project managed under Your subscription to Oracle Aconex Enterprise Cloud Service or Oracle Aconex Early Access Enterprise Cloud Service for the entirety of the Services Period or the Project duration, whichever ends sooner. The quantity must equal the number of active users in the Project Directory for the Project.
- If You are a Non-Paying Organization, access to the Oracle Aconex Project in which You are receiving this Scheduled Archive. The quantity must equal the number of active users in the Project Directory for your organization.

**Application Program Component of Cloud Service**

This Cloud Service contains a downloadable component that shall be used solely with Your licensed Program at Your location. The obligations for download and execution related to the Cloud Service and Project shall be Your responsibility. These obligations and assumptions shall include, but are not limited to:

- Executing the archive Application Program download.
- Executing the Application Program that connects to the Project to initiate download of Your Content.

**Disaster Recovery and Service Availability**

As described in the Oracle Industries Cloud Services Pillar Document, this Oracle Cloud Service has the following Recovery Time Objective (RTO), Recovery Point Objective (RPO) and Target Service Availability Level for the Production Environment:

CLOUD SERVICE	RECOVERY TIME OBJECTIVE (RTO)	RECOVERY POINT OBJECTIVE (RPO)	TARGET SYSTEM AVAILABILITY
Oracle Aconex Scheduled Archive Single Project Cloud Service – Per Hosted Named User	24 Hours	1 Hour	99.5%

The Target Service Availability Level does not apply in the event of a major disaster, as declared by Oracle, that leads to loss of a data center and corresponding service unavailability, or a national or global emergency or during Unplanned Downtime. Unplanned Downtime is described in the applicable Oracle Cloud Policies and Pillar Documentation referenced below. The RTO and RPO 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 Industries Cloud Services Pillar Document, which may be viewed at [www.oracle.com/contracts/cloud-services](http://www.oracle.com/contracts/cloud-services).

The Oracle Cloud Policies and Pillar Documentation do not apply to the downloadable Application Program component of the Oracle Aconex Scheduled Archive Cloud Service. The Oracle Cloud Policies and Pillar Documentation, the Data Processing Agreement, and Oracle security practices shall not be applicable once Your Content has been archived and downloaded to Your server location.

## Oracle Aconex Defects Liability Single Project Cloud Service – Per Hosted Named User

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Part #: B91492

### Usage Limits

This Oracle Cloud Service is subject to usage limits based on:

- A maximum number of Hosted Named Users as identified in Your order. The quantity must be equivalent to the number of Hosted Named Users for the Project during the last month that immediately precedes the commencement of the Oracle Aconex Defects Liability Services Period.
- The specified number of months on Your order and in accordance to the following:
- The Defects Liability period provides limited access to Your Oracle Aconex Single Project but does not include any implementation, training or other consulting services.
- Limited access includes access to each Oracle Aconex Cloud Service that was on Your Order immediately preceding the commencement of the Oracle Aconex Defects Liability Service Period other than Oracle Aconex Connected Cost Cloud Service by Hosted Named User, which must be purchased separately.
- Activity (defined as the number of transactions recorded in the cloud service) on the Project during the Defects Liability period is limited to a maximum of 20% of the monthly average Activity during the Oracle Aconex Cloud Service subscription term.
- In the event that Activity during the Defects Liability period exceeds 20% of the monthly Activity, additional fees shall apply based on the monthly unit net price for all Oracle Aconex Cloud Services immediately preceding the commencement of the Oracle Aconex Defects Liability Service Period multiplied by the number of months of Your Oracle Aconex Defects Liability Services Period.
- Each Hosted Named User is granted access to the Project identified on Your order.
- In the event You and Oracle agree to extend the Services Period related to a Project, the fees for such extension will be based on the duration of such extension and the total monthly unit net price as identified in Your order(s).
- For avoidance of doubt, Aconex Guest Users are considered Hosted Named Users.

- Single Sign-On is limited to You (being the Paying Organization) as well as, where applicable, Your affiliates that have been identified as Your affiliates in the Oracle Aconex Single Project Cloud Service.
- Files uploaded and stored in Your Oracle Aconex Single Project Cloud Service, including but not limited to documents, drawings, models and photographs, must be directly related to the corresponding Project.

Your Content (whether You are a Paying Organization or a Non-Paying Organization) may not include any data that You are not permitted to transfer, store or have stored or transferred by Oracle, whether in whole or in part, outside of the applicable territory at any time during the Agreement.

For clarity, this cloud service is accessible by other Participants invited to the applicable System Project, subject to the usage limits and the order.

**Disaster Recovery and Service Availability**

As described in the Oracle Industries Cloud Services Pillar Document, this Oracle Cloud Service has the following Recovery Time Objective (RTO), Recovery Point Objective (RPO) and Target Service Availability Level for the Production Environment:

CLOUD SERVICE	RECOVERY TIME OBJECTIVE (RTO)	RECOVERY POINT OBJECTIVE (RPO)	TARGET SYSTEM AVAILABILITY
Oracle Aconex Defects Liability Single Project Cloud Service – Per Hosted Named User	24 Hours	1 Hour	99.5%

The Target Service Availability Level does not apply in the event of a major disaster, as declared by Oracle, that leads to loss of a data center and corresponding service unavailability, or a national or global emergency or during Unplanned Downtime. Unplanned Downtime is described in the applicable Oracle Cloud Policies and Pillar Documentation referenced below. The RTO and RPO 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 Industries Cloud Services Pillar Document, which may be viewed at [www.oracle.com/contracts/cloud-services](http://www.oracle.com/contracts/cloud-services).

**Oracle Aconex Single Project Cloud Service, Additional System Project – Each**

Part #: B109553

The Oracle Aconex Single Project Cloud Service, Additional System Project provides one additional System Project.

Oracle Aconex Single Project Cloud Service, Additional System Project is in addition to the additional System Project that is available with your base Oracle Aconex Single Project Cloud Service (see Pre-Requisite Base Services below).

### **Usage Limits**

This Oracle Cloud Service is subject to usage limits based on:

- A maximum number of Additional System Projects as identified in Your order.
- Each Additional System Project must be directly related to the Project identified in Your original order for the base Oracle Aconex Single Project Cloud Service listed above.
- Each Additional System Project must co-terminate with the Services Period of Your Aconex Single Project Cloud Service listed above, including any extensions of the Services Period.
- Use of the Additional System Project must comply with the metric, quantity, and usage limits as identified in Your active subscription for the base Oracle Aconex Single Project Cloud Service.
- Each Additional System Project provides access to the same Cloud Service(s) as Your base Oracle Aconex Single Project Cloud Service with the following exceptions (applicable to B95681 and B95682 only):
  - Oracle Aconex Scheduled Archive Cloud Service, if purchased with your initial Oracle Aconex Single Project Cloud Service, enabled per Your request to Oracle only.
  - Oracle Aconex Handover Single Project Cloud Service is not supported.
- For each Additional System Project, Oracle Aconex Online Archive Cloud Service – Gigabyte and Oracle Aconex Single Project Archive – Gigabyte are optional and must be purchased separately as follows:
  - For Oracle Aconex Single Project Cloud Service (B95681 or B95682), available at end of your subscription (including extensions) to Oracle Aconex Single Project Cloud Service
  - For Oracle Aconex Early Access Single Project Cloud Service (B95684), available at the later of: the final Services Period of Your Oracle Aconex Early Access Single Project Cloud Service, or, if the Project is subsequently managed through Oracle Aconex Single Project Cloud Service, the final Services Period of Your Oracle Aconex Single Project Cloud Service, including extensions.
- For Oracle Aconex Single Project Cloud Service - per Hosted Named User (B95682), each unique User participating in the additional System Project but not participating in the primary System Project will count towards the maximum quantity as identified in Your Oracle Cloud Services order.

For clarity, this cloud service is accessible by other Participants invited to the applicable System Project, subject to the usage limits and the order.

### **Pre-Requisite Base Service**

One of the following:

- B95681, Oracle Aconex Single Project Cloud Service - per 1M of Project Value
- B95682, Oracle Aconex Single Project Cloud Service - per Hosted Named User
- B95684, Oracle Aconex Early Access Single Project Cloud Service – Per 1M of Project Value

## **Disaster Recovery and Service Availability**

The RTO, RPO, and Target Service Availability Level of this Oracle Cloud Service are provided with the applicable pre-requisite base 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 Industries Cloud Services Pillar Document, which may be viewed at [www.oracle.com/contracts/cloud-services](http://www.oracle.com/contracts/cloud-services).

## **Oracle Aconex Single Project Summary - Each**

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Part #: B91328

(Formerly known as Oracle Aconex Single Project Cloud Service)

If applicable, the Oracle Aconex Summary above provides a summary view of the Cloud Services on Your order.

For the other Oracle Aconex Cloud Services listed on Your order, refer to the appropriate Cloud Service sections in this 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 Industries Cloud Services Pillar Document, which may be viewed at [www.oracle.com/contracts/cloud-services](http://www.oracle.com/contracts/cloud-services).

## **Oracle Aconex Online Archive Project Cloud Service – Per Gigabyte**

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Part #: B91345

Oracle Aconex Online Archive Project Cloud Service provides:

- Read-only ongoing access to Your Content on the Oracle Aconex Cloud Service for the selected Project(s) in accordance with the Usage Limits below, provided that the data and content related to such Project(s) is available.
- Single Sign-On

## **Usage Limits**

This Oracle Cloud Service is subject to usage limits based on:

- A maximum quantity of the applicable metric as identified in Your order.
- Read-only online archive access is granted to the Project(s) specified in Your order during the term of Your order. In addition:
  - If the project is active, access is granted to the Oracle Aconex Cloud Services that are currently active on the Project.
  - If the project is completed, access is granted to the Oracle Aconex Cloud Services that were active at the time of project completion.
- All Projects on the order must reside in the same Oracle Aconex instance.

- Single Sign-On is limited to You (being the Paying Organization) as well as, where applicable, Your affiliates that have been identified as Your affiliates in the Oracle Aconex Cloud Service.

Your Content (whether You are a Paying Organization or a Non-Paying Organization) may not include any data that You are not permitted to transfer, store or have stored or transferred by Oracle, whether in whole or in part, outside of the applicable territory at any time during the Agreement.

### Disaster Recovery and Service Availability

As described in the Oracle Industries Cloud Services Pillar Document, this Oracle Cloud Service has the following Recovery Time Objective (RTO), Recovery Point Objective (RPO) and Target Service Availability Level for the Production Environment:

CLOUD SERVICE	RECOVERY TIME OBJECTIVE (RTO)	RECOVERY POINT OBJECTIVE (RPO)	TARGET SYSTEM AVAILABILITY
Oracle Aconex Online Archive Project Cloud Service – Per Gigabyte	24 Hours	1 Hour	99.5%

The Target Service Availability Level does not apply in the event of a major disaster, as declared by Oracle, that leads to loss of a data center and corresponding service unavailability, or a national or global emergency or during Unplanned Downtime. Unplanned Downtime is described in the applicable Oracle Cloud Policies and Pillar Documentation referenced below. The RTO and RPO 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 Industries Cloud Services Pillar Document, which may be viewed at [www.oracle.com/contracts/cloud-services](http://www.oracle.com/contracts/cloud-services).

### Oracle Aconex Single Project Archive – Per Gigabyte

(Formerly known as Oracle Aconex Project Archive)

Part #: B91530

Subject to the paragraph below, Oracle Aconex Single Project Archive (“Project Archive”) provides an electronically delivered read-only off-line archive of Your Content (limited to transmitted, received, and draft mail, registered documents, and event log) for a Project providing a user interface and search capability similar to that of the Cloud Service at the time the Project Archive is made.

The Project Archive will be based on Your Content viewable by Your User account (within Your organization on Aconex) that You select for the purposes of generating the Project Archive. It is

Your responsibility to ensure that the above referenced User account access to all applicable Your Content in Oracle Aconex (within the aforementioned limitations of Your Content set forth above) and that You remove any access control features that limit what that User account can view. You may also request that Oracle disable confidentiality features that would otherwise have excluded certain portions of Your Content from the Project Archive. You represent and warrant that You have all the rights, consents and authorization necessary to receive the Project Archive and Your Content contained therein (including Your Content that would have otherwise not be available or viewable by Your selected User account if the confidentiality or access control features were not disabled). You agree to fully indemnify Oracle for any claim by any party related to a breach of this section, Oracle disabling any confidentiality features or Oracle's provision of the Project Archive to You.

### **Usage Limits**

The Oracle Aconex Single Project Archive is subject to usage limits based on:

- A maximum quantity of data, based on the single Project identified in Your order and the aggregate size, in gigabytes, as identified in Your order.
- Oracle reserves the right to temporarily host a copy of Your Content in Sydney, Australia or any other location and retain it in that location for the purposes of providing you with the Project archive, for a period of 90 days after which it will be deleted from that location.
- The link to initiate the Project archive download is sent to You only after payment is received.
- Project must be available to You in (at least) read-only mode for extraction to occur. If a Project is closed, it can be re-opened in read-only mode to You only for this purpose, provided Oracle still holds Your Content in accordance with the Oracle Cloud Hosting and Delivery Policies and Industries Cloud Services Pillar Document.
- Upon receipt of the download link, You must initiate Your Project Archive download as soon as possible and complete it within 90 days, after which, the download link will no longer function.
- Subject to the above, if the download is not completed within 90 days of Oracle sending the download link, You will need to re-purchase the archive in order for the Project to be re-opened and a new link generated.
- Oracle warrants that the Oracle Aconex Single Project Archive will operate in all material respects as described in Service Specifications for a period of 120 days after delivery of the link. If the Oracle Aconex Single Project Archive was not performed as warranted during the above referenced warranty period, You must promptly provide written notice to Oracle that describes such deficiency (including, as applicable, the service request number notifying Oracle of such deficiency). This warranty replaces any warranty in Your Agreement in relation to Oracle Aconex Single Project Archive.

Your Content (whether You are a Paying Organization or a Non-Paying Organization) may not include any data that You are not permitted to transfer, store or have stored or transferred by Oracle, whether in whole or in part, outside of the applicable territory at any time during the Agreement.

### **Application Program Component**

The Oracle Aconex Single Project Archive contains one or more downloadable components depending on the size of the archive that shall be used solely with Your licensed Program at Your location. The obligations for download and execution related to the Oracle Aconex Single Project Archive and Project shall be Your responsibility. These obligations and assumptions shall include, but are not limited to, executing the archive Application Program and data downloads.

### **Oracle Cloud Policies and Pillar Documentation**

The Oracle Cloud Hosting and Delivery Policies and Industries Cloud Services Pillar Document, Data Processing Agreement, and Oracle security practices do not apply to Oracle Aconex Single Project Archive or to the downloadable Application Program component.

# ORACLE ACONEX SINGLE PROJECT CLOUD SERVICES FOR AUSTRALIAN GOVERNMENT

## Oracle Aconex Australian Government Early Access Single Project Cloud Service – Per 1M of Project Value

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Part #: B96529

For this Oracle Aconex Australian Government Cloud Service, Your Content is hosted within data centers located in Australia for both production and disaster recovery.

Within these Australian data centers the Oracle Aconex Australian Government Cloud Services are hosted on Oracle infrastructure-as-a-service and Oracle platform-as-a-service that are referred to in this Section as "Hosted Environments". The Hosted Environments: (i) as at March 2025, hold a certificate issued by the Australian Commonwealth Home Affairs of hosting certification framework at STRATEGIC level ("HCF"), to verify HCF status from time to time please visit <https://www.hostingcertification.gov.au/certified-service-providers>; and (ii) are IRAP compliant, (as at March 2025, and this assessment is conducted against the June 2024 version of the Australian Government Information Security Manual (ISM), using cloud assessment guidance defined in the 2024 Australian Cyber Security Centre (ACSC) Anatomy of a Cloud Assessment and Authorisation publication and 2023 Protective Security Policy Framework (PSPF)).

The Oracle Aconex application is administered within Australia by Australian nationals, however in the event that specialized security expertise is required, Oracle personnel outside Australia may provide specialist assistance (such as by Oracle personnel in the United States).

The certifications noted above for the Hosting Environments do not: (i) absolve any User from responsibility for their own compliance under the specification; nor (ii) apply for the Oracle Aconex application; and certifications are required to be updated from time to time and Oracle undertakes measures, to ensure these certifications remain valid, that are commercially reasonable.

The Oracle Aconex Australian Government Early Access Cloud Service is dedicated for production use and users are authorized to access the following:

- Documents
- Workflows
- Directories
- Tasks
- Mail
- Tenders
- Supplier Documents
- Packages
- Field
- Contracts
- Mobile
- APIs
- Model Coordination

- 2-Step Verification (required for all Projects and organizations)
- Single Sign-On

Your onboarding order of Oracle Aconex Australian Government Early Access Cloud Service may require You to acquire the Oracle Aconex Inclusive Service. Your onboarding or renewal order of Oracle Aconex Australian Government Early Access Enterprise Cloud Service requires You to purchase the Oracle Aconex Template Development Service.

## Usage Limits

This Oracle Cloud Service is subject to usage limits based on:

- You are allotted the maximum quantity of Project Value (in Millions) for the designated Project.
- Oracle grants You access of the Oracle Aconex Cloud Service solely to perform activities prior to construction, defined as the earlier of site establishment and appointment of head contractor, for the Single Project specified in Your order.
- You acknowledge that the established pricing in Your order has been provided on the condition that, where You use the Oracle Aconex Cloud Service related to the Early Access Single Project, You will continue to use the Oracle Aconex Cloud Service for all collaboration related to the Early Access Project that falls outside of the scope of Early Access by obtaining a separate Oracle Aconex Single Project Cloud Service order.
- Any add-on eligible Early Access Cloud Service must match the same quantity of 1M of Project Value as defined for Oracle Aconex Early Access Single Project Cloud Service and fees charged to You will commence with the start of the add-on order.
- Subject to You executing an order or amendment with Oracle, You may increase the Project Value during the Services Period of Your order and the additional fees charged will be based on the monthly unit net price for all Project Value-based services calculated from the start of the Services Period of Your original order for the relevant service, and such additional fees shall be invoiced over the remaining duration of Your current Services Period (for the relevant service).
- In the event You and Oracle agree to extend the Services Period related to a Project, the fees for such extension will be based on the duration of such extension, the total monthly unit net price as identified in Your order(s) and any Project Value increases.
- Provided there are no outstanding fees and Oracle consents to such assignment, You may assign a System Project to a third party (“Assignee”), subject to:
  - You providing advance written notice to Oracle designating the System Project to be assigned;
  - You must not be in breach of Your current Agreement or any order placed under Your current Agreement or order;
  - You and the Assignee execute a System Project assignment agreement with Oracle;
  - The Assignee executes, or has an order, with Oracle to acquire Services related to the System Project and pay the applicable fees;
  - You and the Assignee agree that the assignment does not result in any change in Oracle’s rights and obligations or expand modify, or otherwise alter any use or component of the System Project provided under the Agreement and order.

- Any additional usage rights or expanded customer definition contained under Your Agreement or order, that provide entities other than the Customer with usage rights related to Cloud Services will not allow these entities the right to use the Oracle Aconex Cloud Services for such entities' Projects, unless stated otherwise in Your applicable Oracle Aconex Cloud Services' order.
- Oracle will configure the service as Explicit Invitation mode. You will be responsible for the authorization and access of users to the Service.
- Single Sign-On is limited to You (being the Paying Organization) as well as, where applicable, Your affiliates that have been identified as Your affiliates in the Oracle Aconex Early Access Single Project Cloud Service.
- Files uploaded and stored in Your Oracle Aconex Early Access Single Project Cloud Service, including but not limited to documents, drawings, models and photographs, must be directly related to the corresponding Project.

Your Content (whether You are a Paying Organization or a Non-Paying Organization) may not include any data that You are not permitted to transfer, store or have stored or transferred by Oracle, whether in whole or in part, outside of the applicable territory at any time during the Agreement.

### **Additional System Project**

As part of Your Oracle Aconex Australian Government Early Access Single Project order, per Your request to Oracle, You may optionally obtain one additional System Project alongside Your base System Project provisioned with Your Oracle Aconex Australian Government Early Access Single Project Cloud Service with the following requirements and limitations:

- Access to the additional System Project will terminate when the Project is at the later of: the final Services Period of Your Oracle Aconex Australian Government Early Access Single Project, or, if the Project is subsequently managed through Oracle Aconex Australian Government Single Project Cloud Service, the final Services Period of Your Oracle Aconex Australian Government Single Project Cloud Service.
- Use of the additional System Project must comply with the metric, quantity, and usage limits as identified in Your active subscription for the Oracle Aconex Australian Government Early Access Single Project Cloud Service.
- The additional System Project provides access to the same Cloud Service(s) as Your Oracle Aconex Australian Government Early Access Single Project Cloud Service.
- For Your additional System Project, the following are optional and must be purchased separately, available at the later of: the final Services Period of Your Oracle Aconex Australian Government Early Access Single Project, or, if the Project is subsequently managed through Oracle Aconex Australian Government Single Project Cloud Service, the final Services Period of Your Oracle Aconex Australian Government Single Project Cloud Service:
  - Oracle Aconex Online Archive Cloud Service – Gigabyte
  - Oracle Aconex Single Project Archive – Gigabyte
- If you require more than the maximum two System Projects allowed with Your purchase of Oracle Aconex Australian Government Early Access Single Project Cloud Service, you can

place a separate expansion order with Oracle for the following Cloud Service: Oracle Aconex Single Project Cloud Service for Australian Government, Additional System Project.

**Application Program Components of Cloud Service**

Oracle Aconex Early Access provides downloadable components, as specified in the Program Documentation, that shall be used solely with Your licensed Program at Your location. The obligations for download and execution related to the downloadable component shall be Your responsibility. These obligations and assumptions shall include, but are not limited to:

- Executing the Application Program download
- Executing the Application Program that connects to the Oracle Aconex environment

**Disaster Recovery and Service Availability**

As described in the Oracle Industries Cloud Services Pillar Document, this Oracle Cloud Service has the following Recovery Time Objective (RTO), Recovery Point Objective (RPO) and Target Service Availability Level for the Production Environment:

CLOUD SERVICE	RECOVERY TIME OBJECTIVE (RTO)	RECOVERY POINT OBJECTIVE (RPO)	TARGET SYSTEM AVAILABILITY
Oracle Aconex Australian Government Early Access Single Project Cloud Service – Per 1M of Project Value	24 Hours	1 Hour	99.5%

The Target Service Availability Level does not apply in the event of a major disaster, as declared by Oracle, that leads to loss of a data center and corresponding service unavailability, or a national or global emergency or during Unplanned Downtime. Unplanned Downtime is described in the applicable Oracle Cloud Policies and Pillar Documentation referenced below. The RTO and RPO 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 Industries Cloud Services Pillar Document, which may be viewed at [www.oracle.com/contracts/cloud-services](http://www.oracle.com/contracts/cloud-services).

The Oracle Cloud Hosting and Delivery Policies and Industries Cloud Services Pillar Document, Data Processing Agreement, Oracle security practices, and Oracle Aconex Cloud Services Terms of Use do not apply to the downloadable Application Program components.

**Oracle Aconex Australian Government Single Project Cloud Service – Per 1M of Project Value**

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Part #: B95675

For this Oracle Aconex Australian Government Cloud Service, Your Content is hosted within data centers located in Australia for both production and disaster recovery.

Within these Australian data centers the Oracle Aconex Australian Government Cloud Services are hosted on Oracle infrastructure-as-a-service and Oracle platform-as-a-service that are referred to in this Section as "Hosted Environments". The Hosted Environments: (i) as at March 2025, hold a certificate issued by the Australian Commonwealth Home Affairs of hosting certification framework at STRATEGIC level ("HCF"), to verify HCF status from time to time please visit <https://www.hostingcertification.gov.au/certified-service-providers>; and (ii) are IRAP compliant, (as at March 2025, and this assessment is conducted against the June 2024 version of the Australian Government Information Security Manual (ISM), using cloud assessment guidance defined in the 2024 Australian Cyber Security Centre (ACSC) Anatomy of a Cloud Assessment and Authorisation publication and 2023 Protective Security Policy Framework (PSPF)).

The Oracle Aconex application is administered within Australia by Australian nationals, however in the event that specialized security expertise is required, Oracle personnel outside Australia may provide specialist assistance (such as by Oracle personnel in the United States).

The certifications noted above for the Hosting Environments do not: (i) absolve any User from responsibility for their own compliance under the specification; nor (ii) apply for the Oracle Aconex application; and certifications are required to be updated from time to time and Oracle undertakes measures, to ensure these certifications remain valid, that are commercially reasonable.

The Oracle Aconex Australian Government Cloud Service is dedicated for production use and users are authorized to access the following:

- Documents
- Workflows
- Directories
- Tasks
- Mail
- Tenders
- Supplier Documents
- Packages
- Field
- Contracts
- Mobile
- APIs
- Model Coordination
- 2-Step Verification (required for all Projects and organizations)
- Single Sign-On

### **Usage Limits**

This Oracle Cloud Service is subject to usage limits based on:

- You are allotted the maximum quantity of Project Value (in Millions) for the designated Project.

- Any add-on Oracle Aconex Single Project Cloud Service, with metric 1M of Project Value, must match the same quantity and Services Period as defined for Oracle Aconex Single Project Cloud Service and fees charged to You will commence with the start of the add-on order.
- You will notify Oracle of any change in PV during the Services Period, and in the event of an increase in PV during the Services Period, You agree to execute an order with Oracle to reflect such increase in PV in accordance with the below paragraph.
- Subject to You executing an order or amendment with Oracle, You may increase the Project Value during the Services Period of Your order and the additional fees charged will be based on the monthly unit net price for all Project Value-based services calculated from the start of the Services Period of Your original order for the relevant service, and such additional fees shall be invoiced over the remaining duration of Your current Services Period (for the relevant service).
- In the event You and Oracle agree to extend the Services Period related to a Project, the fees for such extension will be based on the duration of such extension, the total monthly unit net price as identified in Your order(s) and any Project Value increases.
- Oracle will configure the service as Explicit Invitation mode. You will be responsible for the authorization and access of users to the Service.
- Single Sign-On is limited to You (being the Paying Organization) as well as, where applicable, Your affiliates that have been identified as Your affiliates in the Oracle Aconex Single Project Cloud Service.
- Files uploaded and stored in Oracle Aconex Single Project Cloud Service, including but not limited to documents, drawings, models and photographs, must be directly related to the corresponding Project.

Your Content (whether You are a Paying Organization or a Non-Paying Organization) may not include any data that You are not permitted to transfer, store or have stored or transferred by Oracle, whether in whole or in part, outside of the applicable territory at any time during the Agreement.

Your onboarding order of Oracle Aconex Australian Government Cloud Service may require You to acquire the Oracle Aconex Inclusive Service.

### **Additional System Project**

As part of Your Oracle Aconex Australian Government Single Project order, per Your request to Oracle, You may optionally obtain one additional System Project alongside Your base System Project provisioned with Your Oracle Aconex Australian Government Single Project Cloud Service with the following requirements and limitations:

- Access to the additional System Project must co-terminate with Your Oracle Aconex Australian Government Single Project Services Period, including any extensions.
- Use of the additional System Project must comply with the metric, quantity, and usage limits as identified in Your active subscription for the Oracle Aconex Australian Government Single Project Cloud Service.
- The additional System Project provides access to the same Cloud Service(s) as Your Oracle Aconex Australian Government Single Project Cloud Service.

- For Your additional System Project, the following are optional and must be purchased separately, available at the end of your subscription (including extensions) to Oracle Aconex Australian Government Single Project Cloud Service:
  - Oracle Aconex Online Archive Cloud Service – Gigabyte
  - Oracle Aconex Single Project Archive – Gigabyte
- If you require more than the maximum two System Projects allowed with Your purchase of Oracle Aconex Australian Government Single Project Cloud Service, you can place a separate expansion order with Oracle for the following Cloud Service: Oracle Aconex Single Project Cloud Service for Australian Government, Additional System Project.

### Disaster Recovery and Service Availability

As described in the Oracle Industries Cloud Services Pillar Document, this Oracle Cloud Service has the following Recovery Time Objective (RTO), Recovery Point Objective (RPO) and Target Service Availability Level for the Production Environment:

CLOUD SERVICE	RECOVERY TIME OBJECTIVE (RTO)	RECOVERY POINT OBJECTIVE (RPO)	TARGET SYSTEM AVAILABILITY
Oracle Aconex Australian Government Single Project Cloud Service – Per 1M of Project Value	24 Hours	1 Hour	99.5%

The Target Service Availability Level does not apply in the event of a major disaster, as declared by Oracle, that leads to loss of a data center and corresponding service unavailability, or a national or global emergency or during Unplanned Downtime. Unplanned Downtime is described in the applicable Oracle Cloud Policies and Pillar Documentation referenced below. The RTO and RPO 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 Industries Cloud Services Pillar Document, which may be viewed at [www.oracle.com/contracts/cloud-services](http://www.oracle.com/contracts/cloud-services).

### Oracle Aconex Scheduled Archive Single Project Cloud Service for Australian Government – Per 1M of Project Value

Part #: B111125

Available for use only with and for the Oracle Aconex Cloud Services which include “Australian Government” in the service offering name.

Oracle Aconex Scheduled Archive Cloud Services for Australian Government (“Scheduled Archive”) provide one incremental download of a read-only Project archive, to the Customer’s server location, for each selected eligible Project in accordance with the Usage Limits below.

The Scheduled Archive is dedicated for production use and users are authorized to access the following:

- Scheduled Archive
- Single Sign-On

Subject to the paragraph below, the Scheduled Archive Service provides an installable application which incrementally transmits a copy of Your Content (limited to Transmitted, Received, and Draft Mail, Registered Documents, and Event Log) on the selected Project to a designated network location using a user interface similar to the user interface of the Oracle Aconex Cloud Service at the time the application is purchased. You must maintain an active internet connection (at Your cost) and ensure Scheduled Archive is downloading data according to Your set schedule.

The Scheduled Archive will be based on Your Content viewable by Your User account (within Your organization on Aconex) that You select for the purposes of generating the Scheduled Archive. It is Your responsibility to ensure that the above referenced User account has access to all applicable Your Content in Oracle Aconex (within the aforementioned limitations of Your Content set forth above) and that You remove any access control features that limit what that User account can view. You may also request that Oracle disable confidentiality features that would otherwise have excluded certain portions of Your Content from the Scheduled Archive. You represent and warrant that You have all the rights, consents and authorization necessary to receive the Scheduled Archive and Your Content contained therein (including Your Content that would have otherwise not be available or viewable by Your selected User account if the confidentiality or access control features were not disabled). You agree to fully indemnify Oracle for any claim by any party related to a breach of this section, Oracle disabling any confidentiality features or Oracle's provision of the Scheduled Archive to You.

### **Usage Limits**

This Oracle Cloud Service is subject to usage limits based on:

- A maximum quantity of 1M of Project Value as identified in Your order and which must match the base cloud service quantity for the cloud service referenced below in Pre-Requisite Base Service.
- The Services Period for this cloud service must co-terminate with the Services Period of the base cloud service referenced below in Pre-Requisite Base Service, including any extensions of the base cloud service Services Period.
- A single Scheduled Archive will be provided to You for each active Project. If Your agreement includes Your Customer Entities under extended usage rights, Your Customer Entity is eligible for the single Scheduled Archive, instead of You, as long as the Customer Entity is a participating organization on the project.
- Project must be available to You in (at least) read-only mode for the extraction API to function.
- You must initiate Your scheduled archive as soon as possible, allowing enough time for all data to download to guarantee full archive delivery. Download time will depend on volume of data to be archived.

- On completion of Your Services Period, if Oracle Aconex Schedule Archive is not renewed, all data already downloaded remains with You and no further updates will be sent from the Oracle Aconex Cloud Service to the Oracle Aconex Schedule Archive Application Program.

### **Pre-Requisite Base Service**

In order to use this Oracle Cloud Service, You must first purchase Oracle Aconex Australian Government Single Project Cloud Service – Per 1M of Project Value (Part #: B95675). The same commitments described in B95675 shall apply to this Oracle Cloud Service.

### **Application Program Component of Cloud Service**

This Cloud Service contains a downloadable component that shall be used solely with Your licensed Program at Your location. The obligations for download and execution related to the Cloud Service and Project shall be Your responsibility. These obligations and assumptions shall include, but are not limited to:

- Executing the archive Application Program download.
- Executing the Application Program that connects to the Project to initiate download of Your Content.

### **Disaster Recovery and Service Availability**

The RTO, RPO, and Target Service Availability Level of this Oracle Cloud Service are provided with the applicable pre-requisite base 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 Industries Cloud Services Pillar Document, which may be viewed at [www.oracle.com/contracts/cloud-services](http://www.oracle.com/contracts/cloud-services).

The Oracle Cloud Policies and Pillar Documentation do not apply to the downloadable Application Program component of the Oracle Aconex Scheduled Archive Cloud Service. The Oracle Cloud Policies and Pillar Documentation, the Data Processing Agreement, and Oracle security practices shall not be applicable once Your Content has been archived and downloaded to Your server location.

## **Oracle Aconex Australian Government Single Project Cloud Service - Per Hosted Named User**

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Part #: B95676

For this Oracle Aconex Australian Government Cloud Service, Your Content is hosted within data centers located in Australia for both production and disaster recovery.

Within these Australian data centers the Oracle Aconex Australian Government Cloud Services are hosted on Oracle infrastructure-as-a-service and Oracle platform-as-a-service that are referred to in this Section as "Hosted Environments". The Hosted Environments: (i) as at March 2025, hold a certificate issued by the Australian Commonwealth Home Affairs of hosting certification framework at STRATEGIC level ("HCF"), to verify HCF status from time to time please visit

<https://www.hostingcertification.gov.au/certified-service-providers>; and (ii) are IRAP compliant, (as at March 2025, and this assessment is conducted against the June 2024 version of the Australian Government Information Security Manual (ISM), using cloud assessment guidance defined in the 2024 Australian Cyber Security Centre (ACSC) Anatomy of a Cloud Assessment and Authorisation publication and 2023 Protective Security Policy Framework (PSPF)).

The Oracle Aconex application is administered within Australia by Australian nationals, however in the event that specialized security expertise is required, Oracle personnel outside Australia may provide specialist assistance (such as by Oracle personnel in the United States).

The certifications noted above for the Hosting Environments do not: (i) absolve any User from responsibility for their own compliance under the specification; nor (ii) apply for the Oracle Aconex application; and certifications are required to be updated from time to time and Oracle undertakes measures, to ensure these certifications remain valid, that are commercially reasonable.

The Oracle Aconex Australian Government Cloud Service is dedicated for production use and users are authorized to access the following:

- Documents
- Workflows
- Directories
- Tasks
- Mail
- Tenders
- Supplier Documents
- Packages
- Field
- Contracts
- Mobile
- APIs
- Model Coordination
- 2-Step Verification (required for all Projects and organizations)
- Single Sign-On

### **Usage Limits**

This Oracle Cloud Service is subject to usage limits based on:

- A maximum number of Hosted Named Users (including Your Users and all other users accessing the Services) as identified in Your order.
- For the purpose of Single Project Cloud Services, each Hosted Named User is granted access to the Project identified on Your order.
- In the event You and Oracle agree to extend the Services Period related to a Project, the fees for such extension will be based on the duration of such extension and the total monthly unit net price as identified in Your order(s).
- For avoidance of doubt, Aconex Guest Users are considered Hosted Named Users.
- Oracle will configure the service as Explicit Invitation mode. You will be responsible for the authorization and access of users to the Service.

- Single Sign-On is limited to You (being the Paying Organization) as well as, where applicable, Your affiliates that have been identified as Your affiliates in the Oracle Aconex Single Project Cloud Service.
- Files uploaded and stored in Your Oracle Aconex Single Project Cloud Service, including but not limited to documents, drawings, models and photographs, must be directly related to the corresponding Project.

Your Content (whether You are a Paying Organization or a Non-Paying Organization) may not include any data that You are not permitted to transfer, store or have stored or transferred by Oracle, whether in whole or in part, outside of the applicable territory at any time during the Agreement.

Your onboarding order of Oracle Aconex Australian Government Cloud Service may require You to acquire the Oracle Aconex Inclusive Service.

### **Additional System Project**

As part of Your Oracle Aconex Australian Government Single Project order, per Your request to Oracle, You may optionally obtain one additional System Project alongside Your base System Project provisioned with Your Oracle Aconex Australian Government Single Project Cloud Service with the following requirements and limitations:

- Access to the additional System Project must co-terminate with Your Oracle Aconex Australian Government Single Project Services Period, including any extensions.
- Use of the additional System Project must comply with the metric, quantity, and usage limits as identified in Your active subscription for the Oracle Aconex Australian Government Single Project Cloud Service.
- The additional System Project provides access to the same Cloud Service(s) as Your Oracle Aconex Australian Government Single Project Cloud Service.
- For Your additional System Project, the following are optional and must be purchased separately, available at the end of your subscription (including extensions) to Oracle Aconex Australian Government Single Project Cloud Service:
  - Oracle Aconex Online Archive Cloud Service – Gigabyte
  - Oracle Aconex Single Project Archive – Gigabyte
- Each unique User participating in the additional System Project but not participating in the base System Project will count towards the maximum quantity as identified in Your original Oracle Cloud Services order.
- If you require more than the maximum two System Projects allowed with Your purchase of Oracle Aconex Australian Government Single Project Cloud Service (B95681 or B95682), you can place a separate expansion order with Oracle for the following Cloud Service: Oracle Aconex Single Project Cloud Service for Australian Government, Additional System Project.

### **Disaster Recovery and Service Availability**

As described in the Oracle Industries Cloud Services Pillar Document, this Oracle Cloud Service has the following Recovery Time Objective (RTO), Recovery Point Objective (RPO) and Target Service Availability Level for the Production Environment:

CLOUD SERVICE	RECOVERY TIME OBJECTIVE (RTO)	RECOVERY POINT OBJECTIVE (RPO)	TARGET SYSTEM AVAILABILITY
Oracle Aconex Australian Government Single Project Cloud Service - Per Hosted Named User	24 Hours	1 Hour	99.5%

The Target Service Availability Level does not apply in the event of a major disaster, as declared by Oracle, that leads to loss of a data center and corresponding service unavailability, or a national or global emergency or during Unplanned Downtime. Unplanned Downtime is described in the applicable Oracle Cloud Policies and Pillar Documentation referenced below. The RTO and RPO 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 Industries Cloud Services Pillar Document, which may be viewed at [www.oracle.com/contracts/cloud-services](http://www.oracle.com/contracts/cloud-services).

## Oracle Aconex Scheduled Archive Single Project Cloud Service for Australian Government – Per Hosted Named User

Part #: B111126

Oracle Aconex Scheduled Archive Cloud Services for Australian Government (“Scheduled Archive”) provide one incremental download of a read-only Project archive, to the Customer’s server location, for each selected eligible Project in accordance with the Usage Limits below.

The Scheduled Archive is dedicated for production use and users are authorized to access the following:

- Scheduled Archive
- Single Sign-On

Subject to the paragraph below, the Scheduled Archive Service provides an installable application which incrementally transmits a copy of Your Content (limited to Transmitted, Received, and Draft Mail, Registered Documents, and Event Log) on the selected Project to a designated network location using a user interface similar to the user interface of the Oracle Aconex Cloud Service at the time the application is purchased. You must maintain an active internet connection (at Your cost) and ensure Scheduled Archive is downloading data according to Your set schedule.

The Scheduled Archive will be based on Your Content viewable by Your User account (within Your organization on Aconex) that You select for the purposes of generating the Scheduled Archive. It is Your responsibility to ensure that the above referenced User account has access to all applicable Your Content in Oracle Aconex (within the aforementioned limitations of Your Content set forth above) and that You remove any access control features that limit what that User account can view. You may also request that Oracle disable confidentiality features that would otherwise have

excluded certain portions of Your Content from the Scheduled Archive. You represent and warrant that You have all the rights, consents and authorization necessary to receive the Scheduled Archive and Your Content contained therein (including Your Content that would have otherwise not be available or viewable by Your selected User account if the confidentiality or access control features were not disabled). You agree to fully indemnify Oracle for any claim by any party related to a breach of this section, Oracle disabling any confidentiality features or Oracle's provision of the Scheduled Archive to You.

## Usage Limits

This Oracle Cloud Service is subject to usage limits based on:

- A maximum number of Hosted Named Users as identified in Your order. The quantity of the applicable metric is one of the following:
  - If You are the Project Owner, the quantity equals the number of users of the base Aconex Cloud Service as identified on Your order; or
  - If You are a Non-Paying Organization, the quantity equals the number of users belonging to Your organization on the applicable project
- A single Scheduled Archive will be provided to You for Your active Project. If Your agreement includes Your Customer Entities under extended usage rights, Your Customer Entity is eligible for the single Scheduled Archive, instead of You, as long as the Customer Entity is a participating organization on the project.
- Project must be available to You in (at least) read-only mode for the extraction API to function.
- You must initiate Your scheduled archive as soon as possible, allowing enough time for all data to download to guarantee full archive delivery. Download time will depend on volume of data to be archived.
- On completion of Your Services Period, if Oracle Aconex Schedule Archive is not extended, or the Project is not covered by a subsequent subscription to Oracle Aconex Defect Liability Cloud Service, all data already downloaded remains with You and no further updates will be sent from the Oracle Aconex Cloud Service to the Oracle Aconex Schedule Archive Application Program.
- Single Sign-On is limited to You (being the Paying Organization) as well as, where applicable, Your affiliates that have been identified as Your affiliates in the Oracle Aconex Cloud Service.
- Each Hosted Named User is granted access to the Project identified on Your order.
- In the event You and Oracle agree to extend the Services Period related to a Project, the fees for such extension will be based on the duration of such extension and the total monthly unit net price as identified in Your order(s).
- For avoidance of doubt, Aconex Guest Users are considered Hosted Named Users.

Your Content (whether You are a Paying Organization or a Non-Paying Organization) may not include any data that You are not permitted to transfer, store or have stored or transferred by Oracle, whether in whole or in part, outside of the applicable territory at any time during the Agreement.

## Pre-Requisite Base Service

In order to use this Oracle Cloud Service, You must meet one of the following requirements:

- As an add-on to Your subscription of Oracle Aconex Australian Government Single Project Cloud Service - Per Hosted Named User (Part #: B95676). The same commitments described in B95676 shall apply to this Oracle Cloud Service.
- As a standalone order for one Aconex Project managed under Your subscription to Oracle Aconex Australian Government Enterprise Cloud Service or Oracle Aconex Australian Government Early Access Enterprise Cloud Service for the entirety of the Services Period or the Project duration, whichever ends sooner.
- If You are a Non-Paying Organization, access to the Oracle Aconex Project in which You are receiving this Scheduled Archive.

## Application Program Component of Cloud Service

This Cloud Service contains a downloadable component that shall be used solely with Your licensed Program at Your location. The obligations for download and execution related to the Cloud Service and Project shall be Your responsibility. These obligations and assumptions shall include, but are not limited to:

- Executing the archive Application Program download.
- Executing the Application Program that connects to the Project to initiate download of Your Content.

## Disaster Recovery and Service Availability

As described in the Oracle Industries Cloud Services Pillar Document, this Oracle Cloud Service has the following Recovery Time Objective (RTO), Recovery Point Objective (RPO) and Target Service Availability Level for the Production Environment:

CLOUD SERVICE	RECOVERY TIME OBJECTIVE (RTO)	RECOVERY POINT OBJECTIVE (RPO)	TARGET SYSTEM AVAILABILITY
Oracle Aconex Scheduled Archive Single Project Cloud Service for Australian Government – Per Hosted Named User	24 Hours	1 Hour	99.5%

The Target Service Availability Level does not apply in the event of a major disaster, as declared by Oracle, that leads to loss of a data center and corresponding service unavailability, or a national or global emergency or during Unplanned Downtime. Unplanned Downtime is described in the applicable Oracle Cloud Policies and Pillar Documentation referenced below. The RTO and RPO 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 Industries Cloud Services Pillar Document, which may be viewed at [www.oracle.com/contracts/cloud-services](http://www.oracle.com/contracts/cloud-services).

The Oracle Cloud Policies and Pillar Documentation do not apply to the downloadable Application Program component of the Oracle Aconex Scheduled Archive Cloud Service. The Oracle Cloud Policies and Pillar Documentation, the Data Processing Agreement, and Oracle security practices shall not be applicable once Your Content has been archived and downloaded to Your server location.

## Oracle Aconex Single Project Cloud Service for Australian Government, Additional System Project – Each

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Part #: B109554

The Oracle Aconex Single Project Cloud Service for Australian Government, Additional System Project is in addition to the additional System Project that is available with your base Oracle Aconex Australian Government Single Project Cloud Service.

### Usage Limits

This Oracle Cloud Service is subject to usage limits based on:

- A maximum number of Additional System Projects as identified in Your order.
- Each Additional System Project must be directly related to the Project identified in Your original order for the base Oracle Aconex Australian Government Single Project Cloud Service.
- Each Additional System Project must co-terminate with the Services Period of Your Oracle Aconex Australian Government Single Project Cloud Service, including any extensions of the Services Period.
- Use of the Additional System Project must comply with the metric, quantity, and usage limits as identified in Your active subscription for the base Oracle Aconex Australian Government Single Project Cloud Service.
- Oracle Aconex Online Archive Cloud Service – Gigabyte and Oracle Aconex Single Project Archive – Gigabyte are optional and must be purchased separately as follows:
  - For Oracle Aconex Australian Government Single Project Cloud Service (B95675 or B95676), available at end of your subscription (including extensions) to Oracle Aconex Australian Government Single Project Cloud Service
  - For Oracle Aconex Australian Government Early Access Single Project Cloud Service (B96529), available at the later of: the final Services Period of Your Oracle Aconex Australian Government Early Access Single Project Cloud Service, or, if the Project is subsequently managed through Oracle Aconex Australian Government Single Project Cloud Service, the final Services Period of Your Oracle Aconex Australian Government Single Project Cloud Service, including extensions.
- For Your Oracle Aconex Australian Government Single Project Cloud Service with metric Hosted Named User, each unique User participating in the additional System Project but

not participating in the primary System Project will count towards the maximum quantity as identified in Your Oracle Cloud Services order.

For clarity, this cloud service is accessible by other Participants invited to the applicable System Project, subject to the usage limits and the order.

**Pre-Requisite Base Services:**

One of the following:

- B95675, Oracle Aconex Australian Government Single Project Cloud Service - per 1M of Project Value
- B95676, Oracle Aconex Australian Government Single Project Cloud Service - per Hosted Named User
- B96529, Oracle Aconex Australian Government Early Access Single Project Cloud Service - 1M of Project Value

The same commitments described in the applicable pre-requisite Oracle Cloud Service shall apply to this Oracle Cloud Service.

**Disaster Recovery and Service Availability**

The RTO, RPO, and Target Service Availability Level of this Oracle Cloud Service are provided with the applicable pre-requisite base 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 Industries Cloud Services Pillar Document, which may be viewed at [www.oracle.com/contracts/cloud-services](http://www.oracle.com/contracts/cloud-services).

# ORACLE ACONEX SINGLE PROJECT CLOUD SERVICES FOR UNITED STATES DEPARTMENT OF DEFENSE

## Oracle Aconex United States Department of Defense Single Project Cloud Service - Per 1M of Project Value

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Part #: B91494

Available in United States Only.

Oracle Aconex United States Department of Defense Cloud Service is aligned to the control requirements of the Department of Defense (DoD) Cloud Computing Security Requirements Guide (SRG) Impact Level 4 (IL4) authorization level.

Oracle Aconex United States Department of Defense Cloud Service is hosted within U.S. data centers, for both production and disaster recovery purposes, which provides an isolated hosting environment that aligns to the Risk Management Framework as defined by NIST SP 800-37, NIST SP 800-53, and FIPS 199. Physical access is enforced by an electronic access control system comprised of card readers and PIN pads as well as visual verification by security guards.

Authorization to Operate (ATO) support from a U.S. Cloud Operations public sector compliance analyst is included with this Cloud Service to assist customers who seek to complete the initial Federal Risk and Authorization Management Program (FedRAMP) and Defense Information Systems Agency (DISA) ATO process. Thereafter, Oracle will work with customers to maintain the Cloud Service in compliance with the FedRAMP and DISA requirements for managing and structuring FedRAMP and DISA authorization documentation packages. Oracle may, at its discretion, reuse suitable documentation to leverage prior assessments and FedRAMP and DISA authorization results. Oracle reserves the right to manage the Cloud Service as appropriate to meet FedRAMP and DISA requirements.

The Oracle Aconex United States Department of Defense Cloud Service is dedicated for production use and users are authorized to access the following:

- Documents
- Workflows
- Directories
- Tasks
- Mail
- Tenders
- Supplier Documents
- Packages
- Field
- Mobile
- Model Explore
- APIs
- 2-Step Verification (required for all Projects and organizations)
- Single Sign-On

Your onboarding order of Oracle Aconex United States Department of Defense Cloud Service may require You to acquire the Oracle Aconex Inclusive Service.

### **Usage Limits**

This Oracle Cloud Service is subject to usage limits based on:

- You are allotted the maximum quantity of Project Value (in Millions) for the designated Project.
- You will notify Oracle of any change in PV during the Services Period, and in the event of an increase in PV during the Services Period, You agree to execute an order with Oracle to reflect such increase in PV in accordance with the below paragraph.
- Subject to You executing an order or amendment with Oracle, You may increase the Project Value during the Services Period of Your order and the additional fees charged will be based on the monthly unit net price for all Project Value-based services calculated from the start of the Services Period of Your original order for the relevant service, and such additional fees shall be invoiced over the remaining duration of Your current Services Period (for the relevant service).
- In the event You and Oracle agree to extend the Services Period related to a Project, the fees for such extension will be based on the duration of such extension, the total monthly unit net price as identified in Your order(s) and any Project Value increases.
- Oracle will configure the service as Explicit Invitation mode. You will be responsible for the authorization and access of users to the Service.
- Single Sign-On is limited to You (being the Paying Organization) as well as, where applicable, Your affiliates that have been identified as Your affiliates in the Oracle Aconex Single Project Cloud Service.
- Files uploaded and stored in Oracle Aconex Single Project Cloud Service, including but not limited to documents, drawings, models and photographs, must be directly related to the corresponding Project.

Your Content (whether You are a Paying Organization or a Non-Paying Organization) may not include any data that You are not permitted to transfer, store or have stored or transferred by Oracle, whether in whole or in part, outside of the applicable territory at any time during the Agreement.

### **Additional System Project**

As part of Your Oracle Aconex United States Department of Defense Single Project order, per Your request to Oracle, You may optionally obtain one additional System Project alongside Your base System Project provisioned with Your Oracle Aconex United States Department of Defense Single Project Cloud Service with the following requirements and limitations:

- Access to the additional System Project must co-terminate with Your Oracle Aconex United States Department of Defense Single Project Services Period, including any extensions.
- Use of the additional System Project must comply with the metric, quantity, and usage limits as identified in Your active subscription for the Oracle Aconex United States Department of Defense Single Project Cloud Service.
- If you require more than the maximum two System Projects allowed with Your purchase of Oracle Aconex United States Department of Defense Single Project Cloud Service, you can

place a separate expansion order with Oracle for the following Cloud Service: Oracle Aconex Single Project Cloud Service for United States Department of Defense, Additional System Project.

**Disaster Recovery and Service Availability**

As described in the Oracle Industries Cloud Services Pillar Document, this Oracle Cloud Service has the following Recovery Time Objective (RTO), Recovery Point Objective (RPO) and Target Service Availability Level for the Production Environment:

CLOUD SERVICE	RECOVERY TIME OBJECTIVE (RTO)	RECOVERY POINT OBJECTIVE (RPO)	TARGET SYSTEM AVAILABILITY
Oracle Aconex United States Department of Defense Single Project Cloud Service - Per 1M of Project Value	12 Hours	4 Hours	99.5%

The Target Service Availability Level does not apply in the event of a major disaster, as declared by Oracle, that leads to loss of a data center and corresponding service unavailability, or a national or global emergency or during Unplanned Downtime. Unplanned Downtime is described in the applicable Oracle Cloud Policies and Pillar Documentation referenced below. The RTO and RPO 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 Industries Cloud Services Pillar Document, which may be viewed at [www.oracle.com/contracts/cloud-services](http://www.oracle.com/contracts/cloud-services).

**Oracle Aconex United States Department of Defense Single Project Cloud Service - Per Hosted Named User**

Part #: B91495

Available in United States Only.

Oracle Aconex United States Department of Defense Cloud Service is aligned to the control requirements of the Department of Defense (DoD) Cloud Computing Security Requirements Guide (SRG) Impact Level 4 (IL4) authorization level.

Oracle Aconex United States Department of Defense Cloud Service is hosted within U.S. data centers, for both production and disaster recovery purposes, which provides an isolated hosting environment that aligns to the Risk Management Framework as defined by NIST SP 800-37, NIST SP 800-53, and FIPS 199. Physical access is enforced by an electronic access control system comprised of card readers and PIN pads as well as visual verification by security guards.

Authorization to Operate (ATO) support from a U.S. Cloud Operations public sector compliance analyst is included with this Cloud Service to assist customers who seek to complete the initial Federal Risk and Authorization Management Program (FedRAMP) and Defense Information Systems Agency (DISA) ATO process. Thereafter, Oracle will work with customers to maintain the Cloud Service in compliance with the FedRAMP and DISA requirements for managing and structuring FedRAMP and DISA authorization documentation packages. Oracle may, at its discretion, reuse suitable documentation to leverage prior assessments and FedRAMP and DISA authorization results. Oracle reserves the right to manage the Cloud Service as appropriate to meet FedRAMP and DISA requirements.

The Oracle Aconex United States Department of Defense Cloud Service is dedicated for production use and users are authorized to access the following:

- Document
- Workflows
- Directories
- Tasks
- Mail
- Tenders
- Supplier Documents
- Packages
- Field
- Mobile
- Model Explore
- APIs
- 2-Step Verification (required for all Projects and organizations)
- Single Sign-On

Your onboarding order of Oracle Aconex United States Department of Defense Cloud Service may require You to acquire the Oracle Aconex Inclusive Service.

### **Usage Limits**

This Oracle Cloud Service is subject to usage limits based on:

- A maximum number of Hosted Named Users (including Your Users and all other users accessing the Services) as identified in Your order.
- For the purpose of Single Project Cloud Services, each Hosted Named User is granted access to the Project identified on Your order.
- In the event You and Oracle agree to extend the Services Period related to a Project, the fees for such extension will be based on the duration of such extension and the total monthly unit net price as identified in Your order(s).
- For avoidance of doubt, Aconex Guest Users are considered Hosted Named Users.
- Oracle will configure the service as Explicit Invitation mode. You will be responsible for the authorization and access of users to the Service.
- Single Sign-On is limited to You (being the Paying Organization) as well as, where applicable, Your affiliates that have been identified as Your affiliates in the Oracle Aconex Single Project Cloud Service.

- Files uploaded and stored in Your Oracle Aconex Single Project Cloud Service, including but not limited to documents, drawings, models and photographs, must be directly related to the corresponding Project.

Your Content (whether You are a Paying Organization or a Non-Paying Organization) may not include any data that You are not permitted to transfer, store or have stored or transferred by Oracle, whether in whole or in part, outside of the applicable territory at any time during the Agreement.

### Additional System Project

As part of Your Oracle Aconex United States Department of Defense Single Project order, per Your request to Oracle, You may optionally obtain one additional System Project alongside Your base System Project provisioned with Your Oracle Aconex United States Department of Defense Single Project Cloud Service with the following requirements and limitations:

- Access to the additional System Project must co-terminate with Your Oracle Aconex United States Department of Defense Single Project Services Period, including any extensions.
- Use of the additional System Project must comply with the metric, quantity, and usage limits as identified in Your active subscription for the Oracle Aconex United States Department of Defense Single Project Cloud Service.
- Each unique User participating in the additional System Project but not participating in the base System Project will count towards the maximum quantity as identified in Your original Oracle Cloud Services order.
- If you require more than the maximum two System Projects allowed with Your purchase of Oracle Aconex United States Department of Defense Single Project Cloud Service, you can place a separate expansion order with Oracle for the following Cloud Service: Oracle Aconex Single Project Cloud Service for United States Department of Defense, Additional System Project.

### Disaster Recovery and Service Availability

As described in the Oracle Industries Cloud Services Pillar Document, this Oracle Cloud Service has the following Recovery Time Objective (RTO), Recovery Point Objective (RPO) and Target Service Availability Level for the Production Environment:

CLOUD SERVICE	RECOVERY TIME OBJECTIVE (RTO)	RECOVERY POINT OBJECTIVE (RPO)	TARGET SYSTEM AVAILABILITY
Oracle Aconex United States Department of Defense Single Project Cloud Service - Per Hosted Named User	12 Hours	4 Hours	99.5%

The Target Service Availability Level does not apply in the event of a major disaster, as declared by Oracle, that leads to loss of a data center and corresponding service unavailability, or a national or global emergency or during Unplanned Downtime. Unplanned Downtime is described in the

applicable Oracle Cloud Policies and Pillar Documentation referenced below. The RTO and RPO 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 Industries Cloud Services Pillar Document, which may be viewed at [www.oracle.com/contracts/cloud-services](http://www.oracle.com/contracts/cloud-services).

## **Oracle Aconex Single Project Cloud Service for United States Department of Defense, Additional System Project – Each**

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Part #: B109556

The Oracle Aconex Single Project Cloud Service for United States Department of Defense, Additional System Project is in addition to the additional System Project that is available with your base Oracle Aconex Single Project Cloud Service for United States Department of Defense.

### **Usage Limits**

This Oracle Cloud Service is subject to usage limits based on:

- A maximum number of Additional System Projects as identified in Your order.
- Each Additional System Project must be directly related to the Project identified in Your original order for the base Oracle Aconex United States Department of Defense Single Project Cloud Service.
- Each Additional System Project must co-terminate with the Services Period of Your Oracle Aconex United States Department of Defense Single Project Cloud Service, including any extensions of the Services Period.
- Use of the Additional System Project must comply with the metric, quantity, and usage limits as identified in Your active subscription for the base Oracle Aconex United States Department of Defense Single Project Cloud Service.
- For Your Oracle Aconex United States Department of Defense Single Project Cloud Service with metric Hosted Named User, each unique User participating in the additional System Project but not participating in the primary System Project will count towards the maximum quantity as identified in Your Oracle Cloud Services order.

For clarity, this cloud service is accessible by other Participants invited to the applicable System Project, subject to the usage limits and the order.

### **Pre-Requisite Cloud Services**

One of the following:

- B91494, Oracle Aconex United States Department of Defense Single Project Cloud Service - per 1M of Project Value
- B91495, Oracle Aconex United States Department of Defense Single Project Cloud Service - per Hosted Named User

The same commitments described in the applicable pre-requisite Oracle Cloud Service shall apply to this Oracle Cloud Service.

### **Disaster Recovery and Service Availability**

The RTO, RPO, and Target Service Availability Level of this Oracle Cloud Service are provided with the applicable pre-requisite base 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 Industries Cloud Services Pillar Document, which may be viewed at [www.oracle.com/contracts/cloud-services](http://www.oracle.com/contracts/cloud-services).

# ORACLE ACONEX SINGLE PROJECT CLOUD SERVICES FOR UNITED STATES GOVERNMENT

## Oracle Aconex United States Government Single Project Cloud Service - Per 1M of Project Value

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Part #: B97138

Available in United States Only.

Oracle Aconex United States Government Cloud Service is hosted within U.S. data centers. The Oracle Aconex application layer is administered by United States nationals.

The Oracle Aconex United States Government Cloud Service is dedicated for production use and users are authorized to access the following:

- Documents
- Workflows
- Directories
- Tasks
- Mail
- Tenders
- Supplier Documents
- Packages
- Mobile
- Model Explore
- APIs
- 2-Step Verification (required for all Projects and organizations)
- Single Sign-On

Your onboarding order of Oracle Aconex United States Government Cloud Service may require You to acquire the Oracle Aconex Inclusive Service.

### Usage Limits

This Oracle Cloud Service is subject to usage limits based on:

- You are allotted the maximum quantity of Project Value (in Millions) for the designated Project.
- You will notify Oracle of any change in PV during the Services Period, and in the event of an increase in PV during the Services Period, You agree to execute an order with Oracle to reflect such increase in PV in accordance with the below paragraph.
- Subject to You executing an order or amendment with Oracle, You may increase the Project Value during the Services Period of Your order and the additional fees charged will be based on the monthly unit net price for all Project Value-based services calculated from the start of the Services Period of Your original order for the relevant service, and such additional fees shall be invoiced over the remaining duration of Your current Services Period (for the relevant service).

- In the event You and Oracle agree to extend the Services Period related to a Project, the fees for such extension will be based on the duration of such extension, the total monthly unit net price as identified in Your order(s) and any Project Value increases.
- Oracle will configure the service as Explicit Invitation mode. You will be responsible for the authorization and access of users to the Service.
- Single Sign-On is limited to You (being the Paying Organization) as well as, where applicable, Your affiliates that have been identified as Your affiliates in the Oracle Aconex Single Project Cloud Service.
- Files uploaded and stored in Oracle Aconex Single Project Cloud Service, including but not limited to documents, drawings, models and photographs, must be directly related to the corresponding Project.

Your Content (whether You are a Paying Organization or a Non-Paying Organization) may not include any data that You are not permitted to transfer, store or have stored or transferred by Oracle, whether in whole or in part, outside of the applicable territory at any time during the Agreement.

### **Additional System Project**

As part of Your Oracle Aconex United States Government Single Project order, per Your request to Oracle, You may optionally obtain one additional System Project alongside Your base System Project provisioned with Your Oracle Aconex United States Government Single Project Cloud Service with the following requirements and limitations:

- Access to the additional System Project must co-terminate with Your Oracle Aconex United States Government Single Project Services Period, including any extensions.
- Use of the additional System Project must comply with the metric, quantity, and usage limits as identified in Your active subscription for the Oracle Aconex United States Government Single Project Cloud Service.
- If you require more than the maximum two System Projects allowed with Your purchase of Oracle Aconex United States Government Single Project Cloud Service, you can place a separate expansion order with Oracle for the following Cloud Service: Oracle Aconex Single Project Cloud Service for United States Government, Additional System Project.

### **Disaster Recovery and Service Availability**

As described in the Oracle Industries Cloud Services Pillar Document, this Oracle Cloud Service has the following Recovery Time Objective (RTO), Recovery Point Objective (RPO) and Target Service Availability Level for the Production Environment:

CLOUD SERVICE	RECOVERY TIME OBJECTIVE (RTO)	RECOVERY POINT OBJECTIVE (RPO)	TARGET SYSTEM AVAILABILITY
Oracle Aconex United States Government Single Project Cloud Service - Per 1M of Project Value	12 Hours	4 Hours	99.5%

The Target Service Availability Level does not apply in the event of a major disaster, as declared by Oracle, that leads to loss of a data center and corresponding service unavailability, or a national or global emergency or during Unplanned Downtime. Unplanned Downtime is described in the applicable Oracle Cloud Policies and Pillar Documentation referenced below. The RTO and RPO 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 Industries Cloud Services Pillar Document, which may be viewed at [www.oracle.com/contracts/cloud-services](http://www.oracle.com/contracts/cloud-services).

## **Oracle Aconex United States Government Single Project Cloud Service - Per Hosted Named User**

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Part #: B97139

Available in United States Only.

Oracle Aconex United States Government Cloud Service is hosted within U.S. data centers. The Oracle Aconex application layer is administered by United States nationals.

The Oracle Aconex United States Government Cloud Service is dedicated for production use and users are authorized to access the following:

- Documents
- Workflows
- Directories
- Tasks
- Mail
- Tenders
- Supplier Documents
- Packages
- Mobile
- Model Explore
- APIs
- 2-Step Verification (required for all Projects and organizations)
- Single Sign-On

Your onboarding order of Oracle Aconex United States Government Cloud Service may require You to acquire the Oracle Aconex Inclusive Service.

### **Usage Limits**

This Oracle Cloud Service is subject to usage limits based on:

- A maximum number of Hosted Named Users (including Your Users and all other users accessing the Services) as identified in Your order.
- For the purpose of Single Project Cloud Services, each Hosted Named User is granted access to the Project identified on Your order.

- In the event You and Oracle agree to extend the Services Period related to a Project, the fees for such extension will be based on the duration of such extension and the total monthly unit net price as identified in Your order(s).
- For avoidance of doubt, Aconex Guest Users are considered Hosted Named Users.
- Oracle will configure the service as Explicit Invitation mode. You will be responsible for the authorization and access of users to the Service.
- Single Sign-On is limited to You (being the Paying Organization) as well as, where applicable, Your affiliates that have been identified as Your affiliates in the Oracle Aconex Single Project Cloud Service.
- Files uploaded and stored in Your Oracle Aconex Single Project Cloud Service, including but not limited to documents, drawings, models and photographs, must be directly related to the corresponding Project.

Your Content (whether You are a Paying Organization or a Non-Paying Organization) may not include any data that You are not permitted to transfer, store or have stored or transferred by Oracle, whether in whole or in part, outside of the applicable territory at any time during the Agreement.

### **Additional System Project**

As part of Your Oracle Aconex United States Government Single Project order, per Your request to Oracle, You may optionally obtain one additional System Project alongside Your base System Project provisioned with Your Oracle Aconex United States Government Single Project Cloud Service with the following requirements and limitations:

- Access to the additional System Project must co-terminate with Your Oracle Aconex United States Government Single Project Services Period, including any extensions.
- Use of the additional System Project must comply with the metric, quantity, and usage limits as identified in Your active subscription for the Oracle Aconex United States Government Single Project Cloud Service.
- Each unique User participating in the additional System Project but not participating in the base System Project will count towards the maximum quantity as identified in Your original Oracle Cloud Services order.
- If you require more than the maximum two System Projects allowed with Your purchase of Oracle Aconex United States Government Single Project Cloud Service, you can place a separate expansion order with Oracle for the following Cloud Service: Oracle Aconex Single Project Cloud Service for United States Government, Additional System Project.

### **Disaster Recovery and Service Availability**

As described in the Oracle Industries Cloud Services Pillar Document, this Oracle Cloud Service has the following Recovery Time Objective (RTO), Recovery Point Objective (RPO) and Target Service Availability Level for the Production Environment:

CLOUD SERVICE	RECOVERY TIME OBJECTIVE (RTO)	RECOVERY POINT OBJECTIVE (RPO)	TARGET SYSTEM AVAILABILITY
Oracle Aconex United States Government Single Project Cloud Service - Per Hosted Named User	12 Hours	4 Hours	99.5%

The Target Service Availability Level does not apply in the event of a major disaster, as declared by Oracle, that leads to loss of a data center and corresponding service unavailability, or a national or global emergency or during Unplanned Downtime. Unplanned Downtime is described in the applicable Oracle Cloud Policies and Pillar Documentation referenced below. The RTO and RPO 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 Industries Cloud Services Pillar Document, which may be viewed at [www.oracle.com/contracts/cloud-services](http://www.oracle.com/contracts/cloud-services).

## Oracle Aconex Single Project Cloud Service for United States Government, Additional System Project - Each

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Part #: B109555

Each Oracle Aconex Single Project Cloud Service for United States Government, Additional System Project is in addition to the additional System Project that is available with your base Oracle Aconex United States Government Single Project Cloud Service.

### Usage Limits

This Oracle Cloud Service is subject to usage limits based on:

- A maximum number of Additional System Projects as identified in Your order.
- Each Additional System Project must be directly related to the Project identified in Your original order for the base Oracle Aconex United States Government Single Project Cloud Service .
- Each Additional System Project must co-terminate with the Services Period of Your Oracle Aconex United States Government Single Project Cloud Service , including any extensions of the Services Period.
- Use of the Additional System Project must comply with the metric, quantity, and usage limits as identified in Your active subscription for the base Oracle Aconex United States Government Single Project Cloud Service.
- For Your Oracle Aconex United States Government Single Project Cloud Service with metric Hosted Named User, each unique User participating in the additional System Project but not participating in the primary System Project will count towards the maximum quantity as identified in Your Oracle Cloud Services order.

For clarity, this cloud service is accessible by other Participants invited to the applicable System Project, subject to the usage limits and the order.

### **Pre-Requisite Cloud Services**

One of the following:

- B97138, Oracle Aconex United States Government Single Project Cloud Service - per 1M of Project Value
- B97139, Oracle Aconex United States Government Single Project Cloud Service - per Hosted Named User

The same commitments described in the applicable pre-requisite Oracle Cloud Service shall apply to this Oracle Cloud Service.

### **Disaster Recovery and Service Availability**

The RTO, RPO, and Target Service Availability Level of this Oracle Cloud Service are provided with the applicable pre-requisite base 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 Industries Cloud Services Pillar Document, which may be viewed at [www.oracle.com/contracts/cloud-services](http://www.oracle.com/contracts/cloud-services).

## ORACLE ACONEX SINGLE PROJECT FOR ENTERPRISE CLOUD SERVICES (COMMERCIAL)

Cloud Services in this section are limited to customers who currently subscribe to either of the following:

- B91329 Oracle Aconex Core Enterprise Cloud Service - 1M of Project Value Allowance
- B91330 Oracle Aconex Core Enterprise Cloud Service - Hosted Named User

### Oracle Aconex Handover Single Project Cloud Service for Enterprise - Per 1M of Project Value

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Part #: B91481

Oracle Aconex Handover Cloud Service provides a Digital Handover solution for the creation and distribution of Operations and Maintenance Manuals. The Manual is based on data hosted in a selected, eligible, Aconex Project in accordance with the Usage Limits below.

Subject to the paragraph below, the Aconex Handover Service provides an installable application that allows you to build a Handover Manual from documents tagged appropriately in the Aconex Project Register and visible to Your User account (within Your organization on Aconex) that You select for the purposes of generating the Handover Manual. It is Your responsibility to ensure that the above referenced User account has access to all applicable Your Content in Oracle Aconex (within the aforementioned limitations of Your Content set forth above) and that You remove any access control features that limit what that User account can view.

#### Usage Limits

This Oracle Cloud Service is subject to usage limits based on:

- You are allotted the maximum quantity of Project Value (in Millions) for the designated Project
- You maintain Your active subscription to related Oracle Aconex Enterprise Cloud Service
- For Your Oracle Aconex Handover Cloud Service, the following are Your responsibility:
  - prepare the handover documentation and relevant metadata within the Oracle Aconex Cloud Service.
  - You must initiate Your Handover Manual allowing enough time for all data to be downloaded and completed. Download time will depend on volume of data to use in the Handover Manual.
- One Handover Manual certificate (formerly Smart Manual) provided and for the base System Project only.
- You will notify Oracle of any change in PV during the Services Period, and in the event of an increase in PV during the Services Period, You agree to execute an order with Oracle to reflect such increase in PV in accordance with the below paragraph.
- Subject to You executing an order or amendment with Oracle, You may increase the Project Value during the Services Period of Your order and the additional fees charged will be based on the monthly unit net price for all Project Value-based services calculated from the start of the Services Period of Your original order for the relevant service, and such additional

fees shall be invoiced over the remaining duration of Your current Services Period (for the relevant service).

- In the event You and Oracle agree to extend the Services Period related to a Project, the fees for such extension will be based on the duration of such extension, the total monthly unit net price as identified in Your order(s) and any Project Value increases.

Your Content (whether You are a Paying Organization or a Non-Paying Organization) may not include any data that You are not permitted to transfer, store or have stored or transferred by Oracle, whether in whole or in part, outside of the applicable territory at any time during the Agreement.

For clarity, where operationally applicable, this cloud service is accessible by other Participants invited to the applicable System Project, subject to the usage limits and the order.

### **Setup**

The Oracle Aconex Handover Cloud Service includes the following setup services for each System Project in Your order:

- Creation of the Handover manual
- Selection of a hero image (Landing Page)
- Additional graphical drill-down pages with hotspots (areas linked to relevant documentation)
- Generation, distribution, and configuration of the Asset Reference list

If you require Oracle assistance with the creation or customization (e.g., drill-downs, hotspots) of Handover manuals this will require You to acquire additional professional services through a separate order with Oracle.

### **Application Program Component of Cloud Service**

This Cloud Service contains a downloadable component that shall be used solely with Your licensed Program at Your location. The obligations for download and execution related to Oracle Handover shall be Your responsibility. These obligations and assumptions shall include, but are not limited to:

- Executing the Handover Manual Application Program download.
- Executing the Application Program that connects to the cloud service to initiate download of Your Content.

### **Disaster Recovery and Service Availability**

As described in the Oracle Industries Cloud Services Pillar Document, this Oracle Cloud Service has the following Recovery Time Objective (RTO), Recovery Point Objective (RPO) and Target Service Availability Level for the Production Environment:

CLOUD SERVICE	RECOVERY TIME OBJECTIVE (RTO)	RECOVERY POINT OBJECTIVE (RPO)	TARGET SYSTEM AVAILABILITY
Oracle Aconex Handover Single Project Cloud Service for Enterprise - Per 1M of Project Value	24 Hours	1 Hour	99.5%

The Target Service Availability Level does not apply in the event of a major disaster, as declared by Oracle, that leads to loss of a data center and corresponding service unavailability, or a national or global emergency or during Unplanned Downtime. Unplanned Downtime is described in the applicable Oracle Cloud Policies and Pillar Documentation referenced below. The RTO and RPO 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 Industries Cloud Services Pillar Document, which may be viewed at [www.oracle.com/contracts/cloud-services](http://www.oracle.com/contracts/cloud-services).

The Oracle Cloud Hosting and Delivery Policies and Industries Cloud Services Pillar Document, Data Processing Agreement, and Oracle security practices do not apply to the downloadable Application Program component.

## Oracle Aconex Tenders Single Project Cloud Service for Enterprise - Per 1M of Project Value

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Part #: B91336

### Usage Limits

This Oracle Cloud Service is subject to usage limits based on:

You are allotted the maximum quantity of Project Value (in Millions) for the designated Project.

- You will notify Oracle of any change in PV during the Services Period, and in the event of an increase in PV during the Services Period, You agree to execute an order with Oracle to reflect such increase in PV in accordance with the below paragraph.
- Subject to You executing an order or amendment with Oracle, You may increase the Project Value during the Services Period of Your order and the additional fees charged will be based on the monthly unit net price for all Project Value-based services calculated from the start of the Services Period of Your original order for the relevant service, and such additional fees shall be invoiced over the remaining duration of Your current Services Period (for the relevant service).
- In the event You and Oracle agree to extend the Services Period related to a Project, the fees for such extension will be based on the duration of such extension, the total monthly unit net price as identified in Your order(s) and any Project Value increases.

- Files uploaded and stored in Your Oracle Aconex Cloud Service, including but not limited to documents, drawings, and photographs, must be directly related to the corresponding Project.

Your Content (whether You are a Paying Organization or a Non-Paying Organization) may not include any data that You are not permitted to transfer, store or have stored or transferred by Oracle, whether in whole or in part, outside of the applicable territory at any time during the Agreement.

For clarity, this cloud service is accessible by other Participants invited to the applicable System Project, subject to the usage limits and the order.

### Disaster Recovery and Service Availability

As described in the Oracle Industries Cloud Services Pillar Document, this Oracle Cloud Service has the following Recovery Time Objective (RTO), Recovery Point Objective (RPO) and Target Service Availability Level for the Production Environment:

CLOUD SERVICE	RECOVERY TIME OBJECTIVE (RTO)	RECOVERY POINT OBJECTIVE (RPO)	TARGET SYSTEM AVAILABILITY
Oracle Aconex Tenders Single Project Cloud Service for Enterprise - Per 1M of Project Value	24 Hours	1 Hour	99.5%

The Target Service Availability Level does not apply in the event of a major disaster, as declared by Oracle, that leads to loss of a data center and corresponding service unavailability, or a national or global emergency or during Unplanned Downtime. Unplanned Downtime is described in the applicable Oracle Cloud Policies and Pillar Documentation referenced below. The RTO and RPO 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 Industries Cloud Services Pillar Document, which may be viewed at [www.oracle.com/contracts/cloud-services](http://www.oracle.com/contracts/cloud-services).

## Oracle Aconex Supplier Documents Single Project Cloud Service for Enterprise - Per 1M of Project Value

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Part #: B91473

### Usage Limits

This Oracle Cloud Service is subject to usage limits based on:

You are allotted the maximum quantity of Project Value (in Millions) for the designated Project.

- You will notify Oracle of any change in PV during the Services Period, and in the event of an increase in PV during the Services Period, You agree to execute an order with Oracle to reflect such increase in PV in accordance with the below paragraph.
- Subject to You executing an order or amendment with Oracle, You may increase the Project Value during the Services Period of Your order and the additional fees charged will be based on the monthly unit net price for all Project Value-based services calculated from the start of the Services Period of Your original order for the relevant service, and such additional fees shall be invoiced over the remaining duration of Your current Services Period (for the relevant service).
- In the event You and Oracle agree to extend the Services Period related to a Project, the fees for such extension will be based on the duration of such extension, the total monthly unit net price as identified in Your order(s) and any Project Value increases.
- Files uploaded and stored in Your Oracle Aconex Cloud Service, including but not limited to documents, drawings, and photographs, must be directly related to the corresponding Project.

Your Content (whether You are a Paying Organization or a Non-Paying Organization) may not include any data that You are not permitted to transfer, store or have stored or transferred by Oracle, whether in whole or in part, outside of the applicable territory at any time during the Agreement.

For clarity, this cloud service is accessible by other Participants invited to the applicable System Project, subject to the usage limits and the order.

### **Disaster Recovery and Service Availability**

As described in the Oracle Industries Cloud Services Pillar Document, this Oracle Cloud Service has the following Recovery Time Objective (RTO), Recovery Point Objective (RPO) and Target Service Availability Level for the Production Environment:

CLOUD SERVICE	RECOVERY TIME OBJECTIVE (RTO)	RECOVERY POINT OBJECTIVE (RPO)	TARGET SYSTEM AVAILABILITY
Oracle Aconex Supplier Documents Single Project Cloud Service for Enterprise - Per 1M of Project Value	24 Hours	1 Hour	99.5%

The Target Service Availability Level does not apply in the event of a major disaster, as declared by Oracle, that leads to loss of a data center and corresponding service unavailability, or a national or global emergency or during Unplanned Downtime. Unplanned Downtime is described in the applicable Oracle Cloud Policies and Pillar Documentation referenced below. The RTO and RPO 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 Industries Cloud Services Pillar Document, which may be viewed at [www.oracle.com/contracts/cloud-services](http://www.oracle.com/contracts/cloud-services).

## Oracle Aconex Packages Single Project Cloud Service for Enterprise - Per 1M of Project Value

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Part #: B91475

### Usage Limits

This Oracle Cloud Service is subject to usage limits based on:

You are allotted the maximum quantity of Project Value (in Millions) for the designated Project.

- You will notify Oracle of any change in PV during the Services Period, and in the event of an increase in PV during the Services Period, You agree to execute an order with Oracle to reflect such increase in PV in accordance with the below paragraph.
- Subject to You executing an order or amendment with Oracle, You may increase the Project Value during the Services Period of Your order and the additional fees charged will be based on the monthly unit net price for all Project Value-based services calculated from the start of the Services Period of Your original order for the relevant service, and such additional fees shall be invoiced over the remaining duration of Your current Services Period (for the relevant service).
- In the event You and Oracle agree to extend the Services Period related to a Project, the fees for such extension will be based on the duration of such extension, the total monthly unit net price as identified in Your order(s) and any Project Value increases.
- Files uploaded and stored in Your Oracle Aconex Cloud Service, including but not limited to documents, drawings, and photographs, must be directly related to the corresponding Project.

Your Content (whether You are a Paying Organization or a Non-Paying Organization) may not include any data that You are not permitted to transfer, store or have stored or transferred by Oracle, whether in whole or in part, outside of the applicable territory at any time during the Agreement.

For clarity, this cloud service is accessible by other Participants invited to the applicable System Project, subject to the usage limits and the order.

### Disaster Recovery and Service Availability

As described in the Oracle Industries Cloud Services Pillar Document, this Oracle Cloud Service has the following Recovery Time Objective (RTO), Recovery Point Objective (RPO) and Target Service Availability Level for the Production Environment:

CLOUD SERVICE	RECOVERY TIME OBJECTIVE (RTO)	RECOVERY POINT OBJECTIVE (RPO)	TARGET SYSTEM AVAILABILITY
Oracle Aconex Packages Single Project Cloud Service for Enterprise - Per 1M of Project Value	24 Hours	1 Hour	99.5%

The Target Service Availability Level does not apply in the event of a major disaster, as declared by Oracle, that leads to loss of a data center and corresponding service unavailability, or a national or global emergency or during Unplanned Downtime. Unplanned Downtime is described in the applicable Oracle Cloud Policies and Pillar Documentation referenced below. The RTO and RPO 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 Industries Cloud Services Pillar Document, which may be viewed at [www.oracle.com/contracts/cloud-services](http://www.oracle.com/contracts/cloud-services).

## Oracle Aconex Field Single Project Cloud Service for Enterprise - Per 1M of Project Value

Part #: B96328

The Oracle Aconex Field Single Project Cloud Service for Enterprise is dedicated for production use and users are authorized to access the following:

- Field
- Mobile (for use with Field)

### Usage Limits

This Oracle Cloud Service is subject to usage limits based on:

You are allotted the maximum quantity of Project Value (in Millions) for the designated Project.

- You will notify Oracle of any change in PV during the Services Period, and in the event of an increase in PV during the Services Period, You agree to execute an order with Oracle to reflect such increase in PV in accordance with the below paragraph.
- Subject to You executing an order or amendment with Oracle, You may increase the Project Value during the Services Period of Your order and the additional fees charged will be based on the monthly unit net price for all Project Value-based services calculated from the start of the Services Period of Your original order for the relevant service, and such additional fees shall be invoiced over the remaining duration of Your current Services Period (for the relevant service).

- In the event You and Oracle agree to extend the Services Period related to a Project, the fees for such extension will be based on the duration of such extension, the total monthly unit net price as identified in Your order(s) and any Project Value increases.
- Files uploaded and stored in Your Oracle Aconex Cloud Service, including but not limited to documents, drawings, and photographs, must be directly related to the corresponding Project.

Your Content (whether You are a Paying Organization or a Non-Paying Organization) may not include any data that You are not permitted to transfer, store or have stored or transferred by Oracle, whether in whole or in part, outside of the applicable territory at any time during the Agreement.

For clarity, this cloud service is accessible by other Participants invited to the applicable System Project, subject to the usage limits and the order.

### Setup

The Oracle Aconex Field Single Project Cloud Service for Enterprise includes the following setup services for each System Project in Your order:

- Configuration of basic layout (top of hierarchy)
- One (1) upload of Your supplied Field Project hierarchy (prior to use of the Field functionality)

Any additional customizations (e.g., levels/areas) will require You to acquire additional professional services through a separate order with Oracle.

### Disaster Recovery and Service Availability

As described in the Oracle Industries Cloud Services Pillar Document, this Oracle Cloud Service has the following Recovery Time Objective (RTO), Recovery Point Objective (RPO) and Target Service Availability Level for the Production Environment:

CLOUD SERVICE	RECOVERY TIME OBJECTIVE (RTO)	RECOVERY POINT OBJECTIVE (RPO)	TARGET SYSTEM AVAILABILITY
Oracle Aconex Field Single Project Cloud Service for Enterprise - Per 1M of Project Value	24 Hours	1 Hour	99.5%

The Target Service Availability Level does not apply in the event of a major disaster, as declared by Oracle, that leads to loss of a data center and corresponding service unavailability, or a national or global emergency or during Unplanned Downtime. Unplanned Downtime is described in the applicable Oracle Cloud Policies and Pillar Documentation referenced below. The RTO and RPO 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 Industries Cloud Services Pillar Document, which may be viewed at [www.oracle.com/contracts/cloud-services](http://www.oracle.com/contracts/cloud-services).

## Oracle Aconex Contract Management Single Project Cloud Service for Enterprise - Per 1M of Project Value

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Part #: B91477

The Oracle Aconex Contract Management Single Project Cloud Service for Enterprise is dedicated for production use and users are authorized to access the following:

- Contract Management
- Payment Applications
- Contract Changes

### Usage Limits

This Oracle Cloud Service is subject to usage limits based on:

- You are allotted the maximum quantity of Project Value (in Millions) for the designated Project.
- You will notify Oracle of any change in PV during the Services Period, and in the event of an increase in PV during the Services Period, You agree to execute an order with Oracle to reflect such increase in PV in accordance with the below paragraph.
- Subject to You executing an order or amendment with Oracle, You may increase the Project Value during the Services Period of Your order and the additional fees charged will be based on the monthly unit net price for all Project Value-based services calculated from the start of the Services Period of Your original order for the relevant service, and such additional fees shall be invoiced over the remaining duration of Your current Services Period (for the relevant service).
- In the event You and Oracle agree to extend the Services Period related to a Project, the fees for such extension will be based on the duration of such extension, the total monthly unit net price as identified in Your order(s) and any Project Value increases.
- Files uploaded and stored in Your Oracle Aconex Cloud Service, including but not limited to documents, drawings, and photographs, must be directly related to the corresponding Project.

Your Content (whether You are a Paying Organization or a Non-Paying Organization) may not include any data that You are not permitted to transfer, store or have stored or transferred by Oracle, whether in whole or in part, outside of the applicable territory at any time during the Agreement.

For clarity, this cloud service is accessible by other Participants invited to the applicable System Project, subject to the usage limits and the order.

## Disaster Recovery and Service Availability

As described in the Oracle Industries Cloud Services Pillar Document, this Oracle Cloud Service has the following Recovery Time Objective (RTO), Recovery Point Objective (RPO) and Target Service Availability Level for the Production Environment:

CLOUD SERVICE	RECOVERY TIME OBJECTIVE (RTO)	RECOVERY POINT OBJECTIVE (RPO)	TARGET SYSTEM AVAILABILITY
Oracle Aconex Contract Management Single Project Cloud Service for Enterprise - Per 1M of Project Value	24 Hours	1 Hour	99.5%

The Target Service Availability Level does not apply in the event of a major disaster, as declared by Oracle, that leads to loss of a data center and corresponding service unavailability, or a national or global emergency or during Unplanned Downtime. Unplanned Downtime is described in the applicable Oracle Cloud Policies and Pillar Documentation referenced below. The RTO and RPO 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 Industries Cloud Services Pillar Document, which may be viewed at [www.oracle.com/contracts/cloud-services](http://www.oracle.com/contracts/cloud-services).

## Oracle Aconex Handover Single Project Cloud Service for Enterprise – Per Hosted Named User

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Part #: B91482

Oracle Aconex Handover Cloud Service provides a Digital Handover solution for the creation and distribution of Operations and Maintenance Manuals. The Manual is based on data hosted in a selected, eligible, Aconex Project in accordance with the Usage Limits below.

Subject to the paragraph below, the Aconex Handover Service provides an installable application that allows you to build a Handover Manual from documents tagged appropriately in the Aconex Project Register and visible to Your User account (within Your organization on Aconex) that You select for the purposes of generating the Handover Manual. It is Your responsibility to ensure that the above referenced User account has access to all applicable Your Content in Oracle Aconex (within the aforementioned limitations of Your Content set forth above) and that You remove any access control features that limit what that User account can view.

### Usage Limits

This Oracle Cloud Service is subject to usage limits based on:

- A maximum number of Hosted Named Users (including Your Users and all other users accessing the Services) as identified in Your order
- You maintain Your active subscription to related Oracle Aconex Enterprise Cloud Service
- For Your Oracle Aconex Handover Cloud Service, the following are Your responsibility:
  - prepare the handover documentation and relevant metadata within the Oracle Aconex Cloud Service.
  - You must initiate Your Handover Manual allowing enough time for all data to be downloaded and completed. Download time will depend on volume of data to use in the Handover Manual.
- One Handover Manual certificate (formerly Smart Manual) provided and for the base System Project only.
- You will notify Oracle of any change in PV during the Services Period, and in the event of an increase in PV during the Services Period, You agree to execute an order with Oracle to reflect such increase in PV in accordance with the below paragraph.
- Subject to You executing an order or amendment with Oracle, You may increase the Project Value during the Services Period of Your order and the additional fees charged will be based on the monthly unit net price for all Project Value-based services calculated from the start of the Services Period of Your original order for the relevant service, and such additional fees shall be invoiced over the remaining duration of Your current Services Period (for the relevant service).
- In the event You and Oracle agree to extend the Services Period related to a Project, the fees for such extension will be based on the duration of such extension, the total monthly unit net price as identified in Your order(s) and any Project Value increases.

Your Content (whether You are a Paying Organization or a Non-Paying Organization) may not include any data that You are not permitted to transfer, store or have stored or transferred by Oracle, whether in whole or in part, outside of the applicable territory at any time during the Agreement.

For clarity, where operationally applicable, this cloud service is accessible by other Participants invited to the applicable System Project, subject to the usage limits and the order.

### **Setup**

The Oracle Aconex Handover Cloud Service includes the following setup services for each System Project in Your order:

- Creation of the Handover manual
- Selection of a hero image (Landing Page)
- Additional graphical drill-down pages with hotspots (areas linked to relevant documentation)
- Generation, distribution, and configuration of the Asset Reference list

If you require Oracle assistance with the creation or customization (e.g., drill-downs, hotspots) of Handover manuals this will require You to acquire additional professional services through a separate order with Oracle

## Application Program Component of Cloud Service

This Cloud Service contains a downloadable component that shall be used solely with Your licensed Program at Your location. The obligations for download and execution related to Oracle Handover shall be Your responsibility. These obligations and assumptions shall include, but are not limited to:

- Executing the Handover Manual Application Program download.
- Executing the Application Program that connects to the cloud service to initiate download of Your Content.

## Disaster Recovery and Service Availability

As described in the Oracle Industries Cloud Services Pillar Document, this Oracle Cloud Service has the following Recovery Time Objective (RTO), Recovery Point Objective (RPO) and Target Service Availability Level for the Production Environment:

CLOUD SERVICE	RECOVERY TIME OBJECTIVE (RTO)	RECOVERY POINT OBJECTIVE (RPO)	TARGET SYSTEM AVAILABILITY
Oracle Aconex Handover Single Project Cloud Service for Enterprise – Per Hosted Named User	24 Hours	1 Hour	99.5%

The Target Service Availability Level does not apply in the event of a major disaster, as declared by Oracle, that leads to loss of a data center and corresponding service unavailability, or a national or global emergency or during Unplanned Downtime. Unplanned Downtime is described in the applicable Oracle Cloud Policies and Pillar Documentation referenced below. The RTO and RPO 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 Industries Cloud Services Pillar Document, which may be viewed at [www.oracle.com/contracts/cloud-services](http://www.oracle.com/contracts/cloud-services).

The Oracle Cloud Hosting and Delivery Policies and Industries Cloud Services Pillar Document, Data Processing Agreement, and Oracle security practices do not apply to the downloadable Application Program component.

## Oracle Aconex Tenders Single Project Cloud Service for Enterprise – Per Hosted Named User

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Part #: B91337

### Usage Limits

This Oracle Cloud Service is subject to usage limits based on:

- A maximum number of Hosted Named Users (including Your Users and all other users accessing the Services) as identified in Your order.
- For the purpose of Single Project Cloud Services, each Hosted Named User is granted access to the Project identified on Your order.
- In the event You and Oracle agree to extend the Services Period related to a Project, the fees for such extension will be based on the duration of such extension and the total monthly unit net price as identified in Your order(s).
- For avoidance of doubt, Aconex Guest Users are considered Hosted Named Users.

Your Content (whether You are a Paying Organization or a Non-Paying Organization) may not include any data that You are not permitted to transfer, store or have stored or transferred by Oracle, whether in whole or in part, outside of the applicable territory at any time during the Agreement.

For clarity, this cloud service is accessible by other Participants invited to the applicable System Project, subject to the usage limits and the order.

### Disaster Recovery and Service Availability

As described in the Oracle Industries Cloud Services Pillar Document, this Oracle Cloud Service has the following Recovery Time Objective (RTO), Recovery Point Objective (RPO) and Target Service Availability Level for the Production Environment:

CLOUD SERVICE	RECOVERY TIME OBJECTIVE (RTO)	RECOVERY POINT OBJECTIVE (RPO)	TARGET SYSTEM AVAILABILITY
Oracle Aconex Tenders Single Project Cloud Service for Enterprise – Per Hosted Named User	24 Hours	1 Hour	99.5%

The Target Service Availability Level does not apply in the event of a major disaster, as declared by Oracle, that leads to loss of a data center and corresponding service unavailability, or a national or global emergency or during Unplanned Downtime. Unplanned Downtime is described in the applicable Oracle Cloud Policies and Pillar Documentation referenced below. The RTO and RPO 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 Industries Cloud Services Pillar Document, which may be viewed at [www.oracle.com/contracts/cloud-services](http://www.oracle.com/contracts/cloud-services).

## Oracle Aconex Supplier Documents Single Project Cloud Service for Enterprise – Per Hosted Named User

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Part #: B91474

## Usage Limits

This Oracle Cloud Service is subject to usage limits based on:

- A maximum number of Hosted Named Users (including Your Users and all other users accessing the Services) as identified in Your order.
- For the purpose of Single Project Cloud Services, each Hosted Named User is granted access to the Project identified on Your order.
- In the event You and Oracle agree to extend the Services Period related to a Project, the fees for such extension will be based on the duration of such extension and the total monthly unit net price as identified in Your order(s).
- For avoidance of doubt, Aconex Guest Users are considered Hosted Named Users.

Your Content (whether You are a Paying Organization or a Non-Paying Organization) may not include any data that You are not permitted to transfer, store or have stored or transferred by Oracle, whether in whole or in part, outside of the applicable territory at any time during the Agreement.

For clarity, this cloud service is accessible by other Participants invited to the applicable System Project, subject to the usage limits and the order.

## Disaster Recovery and Service Availability

As described in the Oracle Industries Cloud Services Pillar Document, this Oracle Cloud Service has the following Recovery Time Objective (RTO), Recovery Point Objective (RPO) and Target Service Availability Level for the Production Environment:

CLOUD SERVICE	RECOVERY TIME OBJECTIVE (RTO)	RECOVERY POINT OBJECTIVE (RPO)	TARGET SYSTEM AVAILABILITY
Oracle Aconex Supplier Documents Single Project Cloud Service for Enterprise – Per Hosted Named User	24 Hours	1 Hour	99.5%

The Target Service Availability Level does not apply in the event of a major disaster, as declared by Oracle, that leads to loss of a data center and corresponding service unavailability, or a national or global emergency or during Unplanned Downtime. Unplanned Downtime is described in the applicable Oracle Cloud Policies and Pillar Documentation referenced below. The RTO and RPO 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 Industries Cloud Services Pillar Document, which may be viewed at [www.oracle.com/contracts/cloud-services](http://www.oracle.com/contracts/cloud-services).

# Oracle Aconex Packages Single Project Cloud Service for Enterprise – Per Hosted Named User

Part #: B91476

## Usage Limits

This Oracle Cloud Service is subject to usage limits based on:

- A maximum number of Hosted Named Users (including Your Users and all other users accessing the Services) as identified in Your order.
- For the purpose of Single Project Cloud Services, each Hosted Named User is granted access to the Project identified on Your order.
- In the event You and Oracle agree to extend the Services Period related to a Project, the fees for such extension will be based on the duration of such extension and the total monthly unit net price as identified in Your order(s).
- For avoidance of doubt, Aconex Guest Users are considered Hosted Named Users.

Your Content (whether You are a Paying Organization or a Non-Paying Organization) may not include any data that You are not permitted to transfer, store or have stored or transferred by Oracle, whether in whole or in part, outside of the applicable territory at any time during the Agreement.

For clarity, this cloud service is accessible by other Participants invited to the applicable System Project, subject to the usage limits and the order.

## Disaster Recovery and Service Availability

As described in the Oracle Industries Cloud Services Pillar Document, this Oracle Cloud Service has the following Recovery Time Objective (RTO), Recovery Point Objective (RPO) and Target Service Availability Level for the Production Environment:

CLOUD SERVICE	RECOVERY TIME OBJECTIVE (RTO)	RECOVERY POINT OBJECTIVE (RPO)	TARGET SYSTEM AVAILABILITY
Oracle Aconex Packages Single Project Cloud Service for Enterprise – Per Hosted Named User	24 Hours	1 Hour	99.5%

The Target Service Availability Level does not apply in the event of a major disaster, as declared by Oracle, that leads to loss of a data center and corresponding service unavailability, or a national or global emergency or during Unplanned Downtime. Unplanned Downtime is described in the applicable Oracle Cloud Policies and Pillar Documentation referenced below. The RTO and RPO 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 Industries Cloud Services Pillar Document, which may be viewed at [www.oracle.com/contracts/cloud-services](http://www.oracle.com/contracts/cloud-services).

## Oracle Aconex Field Single Project Cloud Service for Enterprise – Per Hosted Named User

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Part #: B96329

The Oracle Aconex Field Single Project Cloud Service for Enterprise is dedicated for production use and users are authorized to access the following:

- Field
- Mobile (for use with Field)

### Usage Limits

This Oracle Cloud Service is subject to usage limits based on:

- A maximum number of Hosted Named Users (including Your Users and all other users accessing the Services) as identified in Your order.
- Users assigned the Inspector or Inspector Administrator role are counted as a Hosted Named User.
- If You use Oracle Aconex Field Cloud Services in conjunction with Your use of the Oracle Aconex Core Cloud Services (as identified above) acquired by You with a Hosted Named User metric, each Oracle Aconex Field Cloud Services' Hosted Named User must also be a Hosted Named User under Your existing Oracle Aconex Core Cloud Service subscription.
- For the purpose of Single Project Cloud Services, each Hosted Named User is granted access to the Project identified on Your order.
- In the event You and Oracle agree to extend the Services Period related to a Project, the fees for such extension will be based on the duration of such extension and the total monthly unit net price as identified in Your order(s).
- For avoidance of doubt, Aconex Guest Users are considered Hosted Named Users.

Your Content (whether You are a Paying Organization or a Non-Paying Organization) may not include any data that You are not permitted to transfer, store or have stored or transferred by Oracle, whether in whole or in part, outside of the applicable territory at any time during the Agreement.

For clarity, this cloud service is accessible by other Participants invited to the applicable System Project, subject to the usage limits and the order.

### Setup

The Oracle Aconex Field Single Project Cloud Service for Enterprise includes the following setup services for each System Project in Your order:

- Configuration of basic layout (top of hierarchy)

- One (1) upload of Your supplied Field Project hierarchy (prior to use of the Field functionality)

Any additional customizations (e.g., levels/areas) will require You to acquire additional professional services through a separate order with Oracle.

### Disaster Recovery and Service Availability

As described in the Oracle Industries Cloud Services Pillar Document, this Oracle Cloud Service has the following Recovery Time Objective (RTO), Recovery Point Objective (RPO) and Target Service Availability Level for the Production Environment:

CLOUD SERVICE	RECOVERY TIME OBJECTIVE (RTO)	RECOVERY POINT OBJECTIVE (RPO)	TARGET SYSTEM AVAILABILITY
Oracle Aconex Field Single Project Cloud Service for Enterprise – Per Hosted Named User	24 Hours	1 Hour	99.5%

The Target Service Availability Level does not apply in the event of a major disaster, as declared by Oracle, that leads to loss of a data center and corresponding service unavailability, or a national or global emergency or during Unplanned Downtime. Unplanned Downtime is described in the applicable Oracle Cloud Policies and Pillar Documentation referenced below. The RTO and RPO 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 Industries Cloud Services Pillar Document, which may be viewed at [www.oracle.com/contracts/cloud-services](http://www.oracle.com/contracts/cloud-services).

## Oracle Aconex Contract Management Single Project Cloud Service for Enterprise – Per Hosted Named User

Part #: B91478

The Oracle Aconex Contract Management Single Project Cloud Service for Enterprise is dedicated for production use and users are authorized to access the following:

- Contract Management
- Payment Applications
- Contract Changes

### Usage Limits

This Oracle Cloud Service is subject to usage limits based on:

- A maximum number of Hosted Named Users (including Your Users and all other users accessing the Services) as identified in Your order.

- Each of the (i) Participants' users with access to Your Cost Workspace; and (ii) Your Users with access to the Oracle Aconex Contract Management Cloud Services, count as a Hosted Named User.
- In the event You and Oracle agree to extend the Services Period related to a Project, the fees for such extension will be based on the duration of such extension and the total monthly unit net price as identified in Your order(s).
- For avoidance of doubt, Aconex Guest Users are considered Hosted Named Users.

Your Content (whether You are a Paying Organization or a Non-Paying Organization) may not include any data that You are not permitted to transfer, store or have stored or transferred by Oracle, whether in whole or in part, outside of the applicable territory at any time during the Agreement.

For clarity, this cloud service is accessible by other Participants invited to the applicable System Project, subject to the usage limits and the order.

### Disaster Recovery and Service Availability

As described in the Oracle Industries Cloud Services Pillar Document, this Oracle Cloud Service has the following Recovery Time Objective (RTO), Recovery Point Objective (RPO) and Target Service Availability Level for the Production Environment:

CLOUD SERVICE	RECOVERY TIME OBJECTIVE (RTO)	RECOVERY POINT OBJECTIVE (RPO)	TARGET SYSTEM AVAILABILITY
Oracle Aconex Contract Management Single Project Cloud Service for Enterprise – Per Hosted Named User	24 Hours	1 Hour	99.5%

The Target Service Availability Level does not apply in the event of a major disaster, as declared by Oracle, that leads to loss of a data center and corresponding service unavailability, or a national or global emergency or during Unplanned Downtime. Unplanned Downtime is described in the applicable Oracle Cloud Policies and Pillar Documentation referenced below. The RTO and RPO 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 Industries Cloud Services Pillar Document, which may be viewed at [www.oracle.com/contracts/cloud-services](http://www.oracle.com/contracts/cloud-services).

## APPENDIX 1

### Aconex Add-On Cloud Services - Legacy

For any legacy add-on Aconex Cloud Service part number identified in the table below, Oracle shall deliver the service pursuant to the service description (e.g., description of services, features, functionality, limitations etc.) described in this document.

For any renewal or expansion of an existing legacy Aconex Cloud Service, Oracle shall deliver the service pursuant to the Services summary (e.g., description of services, features, functionality, limitations etc.) as detailed in the order in which You initially purchased the service.

LEGACY PART NUMBER	ACONEX PART DESCRIPTION	FOR SERVICE DESCRIPTION, REFER TO:
B91760	Aconex Checklists - Base Framework - Customer	Oracle Aconex Early Access Enterprise Cloud Service – Customer (applicable to Field only)
B91801	Aconex Checklists - Base Framework - Limited User - Hosted Named User	Oracle Aconex Early Access Enterprise Cloud Service – Customer (applicable to Field only)
B91761	Aconex Checklists - Project - Limited User - Hosted Named User	Oracle Aconex Single Project Cloud Service - Per Hosted Named User (applicable to Field only)
B91762	Aconex Checklists - Project - PV - 1M of Project Value	Oracle Aconex Single Project Cloud Service - Per 1M of Project Value (applicable to Field only)
B91948	Aconex Connected BIM - Single Project – Each	Oracle Aconex Single Project Cloud Service - Per 1M of Project Value (applicable to Model Coordination only)  Oracle Aconex Single Project Cloud Service - Per Hosted Named User (applicable to Model Coordination only)
B91770	Aconex Connected Cost Contract Management - Base Framework - Customer	Oracle Aconex Early Access Enterprise Cloud Service – Customer (applicable to Contract Management only)
B91764	Aconex Connected Cost Contract Management - Base Framework - Limited User - Hosted Named User	Oracle Aconex Early Access Enterprise Cloud Service – Customer (applicable to Contract Management only)

LEGACY PART NUMBER	ACONEX PART DESCRIPTION	FOR SERVICE DESCRIPTION, REFER TO:
B91771	Aconex Connected Cost Contract Management - Project - Limited User - Hosted Named User	Oracle Aconex Connected Cost Enterprise Cloud Service - Per Hosted Named User (applicable to Contract Management only)
B91772	Aconex Connected Cost Contract Management - Project - PV - 1M of Project Value	Oracle Aconex Connected Cost Enterprise Cloud Service - Per 1M of Project Value Allowance (applicable to Contract Management only)
B91775	Aconex Connected Cost Project Control - Base Framework - Customer	Oracle Aconex Connected Cost Enterprise Cloud Service - Per 1M of Project Value Allowance (applicable to Contract Management only)
B91780	Aconex Connected Cost Project Control - Base Framework - Limited User- Hosted Named User	Oracle Aconex Connected Cost Enterprise Cloud Service - Per Hosted Named User (applicable to Contract Management only)
B91776	Aconex Connected Cost Project Control - Project - Limited User - Hosted Named User	Oracle Aconex Connected Cost Enterprise Cloud Service - Per 1M of Project Value Allowance (applicable to Contract Management only)
B91777	Aconex Connected Cost Project Control - Project - PV - 1M of Project Value	Oracle Aconex Connected Cost Enterprise Cloud Service - Per 1M of Project Value Allowance (applicable to Contract Management only)
B91755	Aconex Connected Cost Project Control with EVM - Base Framework - Customer	Oracle Aconex Connected Cost Enterprise Cloud Service - Per 1M of Project Value Allowance (applicable to Contract Management only)
B91802	Aconex Connected Cost Project Control with EVM - Base Framework - Limited User - Hosted Named User	Oracle Aconex Connected Cost Enterprise Cloud Service - Per Hosted Named User (applicable to Contract Management only)
B91766	Aconex Connected Cost Project Control with EVM - Project - Limited User - Hosted Named User	Oracle Aconex Connected Cost Enterprise Cloud Service - Per Hosted Named User (applicable to Contract Management only)

<b>LEGACY PART NUMBER</b>	<b>ACONEX PART DESCRIPTION</b>	<b>FOR SERVICE DESCRIPTION, REFER TO:</b>
B91757	Aconex Connected Cost Project Control with EVM - Project - PV - 1M of Project Value	Oracle Aconex Connected Cost Enterprise Cloud Service - Per 1M of Project Value Allowance (applicable to Contract Management only)
B91791	Aconex Defects Liability - Base Framework - Customer	Oracle Aconex Defects Liability Single Project Cloud Service - Per 1M of Project Value
B91792	Aconex Defects Liability - Project - Hosted Named User	Oracle Aconex Defects Liability Single Project Cloud Service – Per Hosted Named User
B91793	Aconex Defects Liability - Project - PV - 1M of Project Value	Oracle Aconex Defects Liability Single Project Cloud Service - Per 1M of Project Value
B91814	Aconex Field - Base Framework – Customer	Oracle Aconex Early Access Enterprise Cloud Service – Customer (applicable to Field only)
B91833	Aconex Field - Base Framework - Limited User - Hosted Named User	Oracle Aconex Enterprise Cloud Service - Per Hosted Named User (applicable to Field only)
B91815	Aconex Field - Project - Limited User - Hosted Named User	Oracle Aconex Single Project Cloud Service - Per Hosted Named User (applicable to Field only)Oracle Aconex Enterprise Cloud Service - Per Hosted Named User
B91816	Aconex Field - Project - PV - 1M of Project Value	Oracle Aconex Single Project Cloud Service - Per 1M of Project Value (applicable to Field only)
B91819	Aconex Field Forms - Base Framework – Customer	Oracle Aconex Early Access Enterprise Cloud Service – Customer (applicable to Field only)
B91754	Aconex Field Forms - Base Framework - Limited User - Hosted Named User	Oracle Aconex Early Access Enterprise Cloud Service – Customer (applicable to Field only)

<b>LEGACY PART NUMBER</b>	<b>ACONEX PART DESCRIPTION</b>	<b>FOR SERVICE DESCRIPTION, REFER TO:</b>
B91820	Aconex Field Forms - Project - Limited User - Hosted Named User	Oracle Aconex Single Project Cloud Service - Per Hosted Named User (applicable to Field only)
B91821	Aconex Field Forms - Project - PV - 1M of Project Value	Oracle Aconex Single Project Cloud Service - Per 1M of Project Value (applicable to Field only)
B91830	Aconex Model Management - Coordinate - Base Framework – Customer	Oracle Aconex Early Access Enterprise Cloud Service – Customer (applicable to Model Coordination only)
B91831	Aconex Model Management - Coordinate - Project - Limited User - Hosted Named User	Oracle Aconex Single Project Cloud Service - Per Hosted Named User (applicable to Model Coordination only)
B91832	Aconex Model Management - Coordinate - Project - PV - 1M of Project Value	Oracle Aconex Single Project Cloud Service - Per 1M of Project Value (applicable to Model Coordination only)
B91949	Aconex Model Management - Explore - Single Project - Each	Oracle Aconex Single Project Cloud Service - Per 1M of Project Value (applicable to Model Coordination only)  Oracle Aconex Single Project Cloud Service - Per Hosted Named User (applicable to Model Coordination only)
B91841	Aconex Online Archive - Base Framework – Customer	Oracle Aconex Early Access Enterprise Cloud Service – Customer
B91842	Aconex Online Archive - Project - Limited User - Hosted Named User	Oracle Aconex Online Archive Project Cloud Service – Per Gigabyte
B91843	Aconex Online Archive - Project - PV - 1M of Project Value	Oracle Aconex Online Archive Project Cloud Service – Per Gigabyte
B91846	Aconex Packages - Base Framework - Customer	Oracle Aconex Early Access Enterprise Cloud Service – Customer (applicable to Packages only)
B91847	Aconex Packages - Project - Limited User - Hosted Named User	Oracle Aconex Single Project Cloud Service - Per Hosted Named User (applicable to Packages only)

<b>LEGACY PART NUMBER</b>	<b>ACONEX PART DESCRIPTION</b>	<b>FOR SERVICE DESCRIPTION, REFER TO:</b>
B91848	Aconex Packages - Project - PV - 1M of Project Value	Oracle Aconex Single Project Cloud Service - Per 1M of Project Value (applicable to Packages only)
B92428	Aconex Scheduled Archive - Base Framework - Customer	Oracle Aconex Scheduled Archive Single Project Cloud Service – Per 1M of Project Value  Oracle Aconex Scheduled Archive Single Project Cloud Service – Per Hosted Named User
B92431	Aconex Scheduled Archive - Project - Limited User - Hosted Named User	Oracle Aconex Scheduled Archive Single Project Cloud Service – Per Hosted Named User
B92430	Aconex Scheduled Archive - Project - PV - 1M of Project Value	Oracle Aconex Scheduled Archive Single Project Cloud Service – Per 1M of Project Value
B91942	Aconex Single Project Cloud Service - Each	Oracle Aconex Single Project Summary - Each
B92297	Aconex Smart Manuals - Base Framework - Customer	Oracle Aconex Handover Single Project Cloud Service for Enterprise - Per 1M of Project Value  Oracle Aconex Handover Single Project Cloud Service for Enterprise – Per Hosted Named User
B91855	Aconex Smart Manuals - Project - Limited User - Hosted Named User	Oracle Aconex Handover Single Project Cloud Service for Enterprise – Per Hosted Named User
B91856	Aconex Smart Manuals - Project - PV - 1M of Project Value	Oracle Aconex Handover Single Project Cloud Service for Enterprise - Per 1M of Project Value
B92298	Aconex Supplier Documents - Base Framework - Customer	Oracle Aconex Early Access Enterprise Cloud Service – Customer (applicable to Supplier Documents only)

<b>LEGACY PART NUMBER</b>	<b>ACONEX PART DESCRIPTION</b>	<b>FOR SERVICE DESCRIPTION, REFER TO:</b>
B91859	Aconex Supplier Documents - Project - Limited User - Hosted Named User	Oracle Aconex Single Project Cloud Service - Per Hosted Named User (applicable to Supplier Documents only)
B91860	Aconex Supplier Documents - Project - PV - 1M of Project Value	Oracle Aconex Single Project Cloud Service - Per 1M of Project Value (applicable to Supplier Documents only)
B92295	Aconex Tenders - Base Framework - Customer	Oracle Aconex Early Access Enterprise Cloud Service – Customer (applicable to Tenders only)
B91863	Aconex Tenders - Project - Limited User - Hosted Named User	Oracle Aconex Single Project Cloud Service - Per Hosted Named User (applicable to Tenders only)
B91864	Aconex Tenders - Project - PV - 1M of Project Value	Oracle Aconex Single Project Cloud Service - Per 1M of Project Value (applicable to Tenders only)
B92296	Aconex Workflows - Base Framework - Customer	Oracle Aconex Early Access Enterprise Cloud Service – Customer (applicable to Workflows only)
B91867	Aconex Workflows - Project - Limited User - Hosted Named User	Oracle Aconex Single Project Cloud Service - Per Hosted Named User (applicable to Workflows only)
B91868	Aconex Workflows - Project - PV - 1M of Project Value	Oracle Aconex Single Project Cloud Service - Per 1M of Project Value (applicable to Workflows only)