



ORACLE

# CONSTRUCTION AND ENGINEERING CLOUD PROFESSIONAL SERVICES

Service Descriptions

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**Please Note:** The following terms, as used in the order or the Agreement and whether or not capitalized, shall have the same meaning as the applicable defined term: “Agreement” and “Master Agreement”; “Customer”, “Client”, “Company”, “you” and “Your”; “Ordering Document” “order” and “Service Order”; “Services Term” and “Services Period”.

# ORACLE CONSTRUCTION AND ENGINEERING PROFESSIONAL SERVICES

## Oracle Construction and Engineering Project Integration Framework Consulting Service, Cloud

Part #B93145

### 1. Description of Services

Oracle will provide You with interface assistance related to one (1) existing interface deployed in Your Project Integration Framework (PIF) in Your Oracle Cloud Services Production Environment (the “Services”) within the Professional Services Period (as described in Section 4). Assistance may include:

- 1) Provisioning and providing access to Your PIF instance in Your Production Environment.
- 2) Investigating and responding to interface issues reported by You.
- 3) Performing assistance to restore interrupted or failed interface service.

### 2. Customer Obligations and Assumptions

You acknowledge that Your assistance, cooperation, complete and accurate information and data from Your officers, agents, and employees (collectively, “cooperation”) are essential to the performance of any Services as set forth in this order. Oracle will not be responsible for any deficiency in performing Services if such deficiency results from Your failure to provide full cooperation. You acknowledge that if Oracle’s cost of providing Services is increased because of Your failure to meet the obligations listed in this order, failure to provide cooperation, or because of any other circumstance outside of Oracle’s control, then You agree to pay Oracle for such increased costs. Such increased costs may include time during which Oracle resources are under-utilized because of delays

You acknowledge that Oracle’s ability to perform the Services depends upon Your fulfillment of the following obligations and assumptions:

#### A. Customer Obligations:

- 1) Obtain Oracle Cloud Services under separate contract prior to the commencement of services under this order and maintain such Cloud Services for the duration of the Services provided under this order.
- 2) Limit Oracle’s access to production environments, shared development environments, and personal information to the extent necessary for Oracle to perform Services.
- 3) Provide Oracle with full access to data structures, data, relevant documentation, applications, databases, artifacts and the functional, technical and business resources with adequate skills and knowledge as required by Oracle to support the performance of Services.
- 4) Report all issues to Oracle Support via the Oracle HelpDesk procedure.
- 5) Provide and/or support all third-party software, hardware, or applications (including Application Programming Interfaces) that may affect the interface service or performance of Services.
- 6) You are responsible for regression testing of Your interface for any upgrade of the following: Primavera Unifier, Primavera P6, Oracle Primavera, Oracle Aconex, or Textura TPM upgrade.

#### B. Assumptions:

- 1) All Services will be performed remotely.
- 2) All Services will be delivered during local business days and hours, excluding local public holidays in Your time zone unless otherwise agreed to by both parties in writing.
- 3) All Services (oral and written) will be performed in English.
- 4) The following activities are excluded from Oracle's scope of services. The excluded activities are provided as a point of reference and are not intended to be an exhaustive list:
  - a) design & build of new interface
  - b) modification to the interfaces
  - c) modification or adjustment of external application objects
  - d) interface performance testing or tuning
- 5) Integration is defined as transfer of data from one system to another system; an integration has one or more point(s) of interface.
- 6) Interface is defined as a single directional transfer of data from a source system to a target system; bi-directional interface is a minimum two (2) interfaces, one transfer of data in each direction.
- 7) PIF is an integration utility from Oracle Construction and Engineering Consulting Services group and is not an Oracle product offering. Oracle retains all ownership and intellectual property rights to the PIF.
- 8) Interfacing capabilities are limited to the capabilities of the publicly available Primavera Unifier, Primavera P6, Oracle Primavera, Oracle Aconex, or Textura TPM APIs.
- 9) All Services apply only to the interface deployed to Your production environment.
- 10) Oracle will at its sole discretion determine the number and manner in which Oracle resources are assigned to perform the Services.
- 11) Oracle's standard documentation format will be used for any documentation prepared during the performance of Services.
- 12) Usage and access to application adapter(s) in the interface are restricted to the interface service previously acquired by You.
- 13) Your PIF instance is restricted to one (1) tenant per customer in any one (1) of Oracle's eligible cloud regions.

### 3. Expenses

In addition to the fees set forth in Your order, You agree to reimburse Oracle for travel and out of pocket expenses related to providing any on-site Services. All expenses invoiced monthly hereunder are due and payable in accordance with the payment terms of Your order.

### 4. Professional Services Period

Oracle will provide You with up to two (2) hours per month for a period of twelve (12) months from Your order's signature date ("Professional Services Period") per one (1) production interface. Any Services not used within each month will be automatically forfeited by You, with no further action required of either party. As such, You will not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused Services. You may not use the fees for any other services other than the Services stated herein.

### 5. Project Management

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

# Oracle Construction and Engineering Advisory Services Pack

Part #B90495 (available in the United States only)

## 1. Description of Services

Oracle will provide You with up to forty (40) hours of assistance related to Your Primavera P6, Primavera Unifier or Oracle Primavera Cloud application (“Application”) in Your Oracle Cloud Services Environment (the “Services”).

Assistance may include:

- A. Running functional workshops within the scope of the Application;
- B. Creating and delivering training enablement on the Application;
- C. Reviewing implemented configurations of the Application;
- D. Defining requirements for new configurations of the Application;
- E. Assisting with go-live activities;
- F. Reviewing implemented data migrations or conversions from other sources to the Application;
- G. Defining requirements for new data migrations or conversions from other sources to the Application;
- H. Reviewing implemented reports as defined in the Application;
- I. Defining requirements for new reports in the Application;
- J. Reviewing implemented integrations to the Application;
- K. Defining requirements for new integrations to the Application.

## 2. Your Obligations and Project Assumptions

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

### A. Your Obligations:

- 1) Obtain Cloud Services under separate contract prior to the commencement of Services under this order and maintain such Cloud Services for the duration of the Services.
- 2) Contact Oracle to request and schedule the performance of Services within the Professional Services Period, Services will be scheduled at a date and time mutually agreed to by the project managers.
- 3) Restrict Oracle’s access to any content or information that impose privacy, security or regulatory obligations greater than those specified in this order.
- 4) Provide Oracle with access to data structures, documentation, applications, databases, and artifacts as required by Oracle to support the performance of Services.
- 5) Provide the necessary, appropriate data, (e.g. test data, configuration data, etc.) required by Oracle to support the performance of Services.

## B. Project Assumptions:

- 1) The parties acknowledge and agree that the performance of Services does not require or involve the processing of Personal Data.
- 2) Services will be performed at your location or remotely by local resources.
- 3) Oracle will use its standard templates for documentation.
- 4) All Services (oral and written) will be performed in English.
- 5) Anything not expressly listed in the Description of Services above is not included in the scope. (i.e. design & build of new integrations, customization and deployment of new modules).

## 3. Expenses

In addition to the fees set forth in Your order, You agree to reimburse Oracle for travel and out of pocket expenses related to providing any on-site Services. All expenses invoiced monthly hereunder are due and payable in accordance with the payment terms of your order.

## 4. Unused Services

The Services must be used within six (6) months from your order's signature date ("Professional Services Period"). Any Services not used within the Professional Services Period will be automatically forfeited by You, with no further action required of either party. As such, You will not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused Services. You may not use the fees for any other services other than the Services state herein.

## 5. Project Management

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

# ORACLE PRIMAVERA CLOUD PROFESSIONAL SERVICES

## Oracle Primavera Cloud Setup Service

Part #B93690

### 1. Description of Services

Oracle will provide You with up to sixteen (16) hours of Setup Services related to Your Oracle Primavera Cloud instance (“Services”). Such Services may include the following activities:

A. Facilitate discussions related to Your base configuration, which may include:

- 1) **Core Functionality:** Navigation, Workspaces, Security, Dashboards & Reports;
- 2) **Scheduling, Settings & Configuration for:** CPM Scheduling, Lean Scheduling, Risk Management;
- 3) **Portfolio Management:** Creating Programs & Portfolios, Settings for Portfolio Management;
- 4) **Standard Template Introduction:** Use Case Process Flows, Configured Objects Overview;
- 5) **Additional training/guidance on:** Workflows & Forms, Configuring Fields, Codes & Measures

B. Provide guidance for initial user setup.

### 2. Your Obligations and Project Assumptions

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

A. Your Obligations:

- 1) Obtain Cloud Services under separate contract prior to the commencement of Services under this order and maintain such Cloud Services for the duration of the Services provided under this order.
- 2) Provide Oracle with full access to relevant functional, technical and business resources with adequate skills and knowledge to support the performance of Services.
- 3) Provide, for all Oracle resources performing Services at Your site, a safe and healthful workspace (e.g., a workspace that is free from recognized hazards that are causing, or likely to cause, death or serious physical harm, a workspace that has proper ventilation, sound levels acceptable for resources performing Services in the workspace, and ergonomically correct work stations, etc.)
- 4) Provide any notices, and obtain any consents, required for Oracle to perform Services.
- 5) Limit Oracle’s access to any production environments or shared development environments to the extent necessary for Oracle to perform Services.
- 6) If while performing Services Oracle requires access to other vendor’s products that are part of Your system, You will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on Your behalf.
- 7) Provide information regarding existing application usage, targeted users, processes and workflows, and technical infrastructure to the extent necessary for delivery of Services.
- 8) Gather information management policies, collaboration practices and procedures in preparation for the workshop referenced in the Description of Services.

B. Project Assumptions:

All engagements will be either working offsite, through online meetings or in person.

### **3. Expenses**

In addition to the fees set forth in Your order, You agree to reimburse Oracle for travel and out of pocket expenses related to providing any on-site Services. All expenses invoiced monthly hereunder are due and payable in accordance with the payment terms of your order.

### **4. Unused Services**

The Services must be used within three (3) months from your order's signature date, unless otherwise stated in your order ("Services Period"). Any Services not used within the Services Period will be automatically forfeited by you, with no further action required of either party, and you will not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused Services. You may not use the fees for any services other than the Services stated herein.

### **5. Project Management**

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

# ORACLE ACONEX PROFESSIONAL SERVICES

## Oracle Aconex Setup Service

Part #B91525

### 1. Description of Services

Oracle will provide You with up to sixteen (16) hours of Setup Services related to Your Oracle Aconex instance (“Services”). Such Services may include the following activities:

- A. Facilitate discussions to configure Your Project using one of Oracle Aconex's baseline configurations. These discussions may include review of:
  - 1) Settings for document fields, document values, mail types and mail settings (e.g. attributes, fields and rules)
  - 2) Baseline organization roles;
  - 3) Security settings under Project preferences;
  - 4) Workflow Review status (sets) requirements; and
  - 5) Project wide auto-numbering for document classification.
  
- B. Provide a Project settings report documenting final agreed upon configuration.

### 2. Your Obligations and Project Assumptions

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

- A. Your Obligations:
  - 1) Obtain Cloud Services under separate contract prior to the commencement of Services under this order and maintain such Cloud Services for the duration of the Services provided under this order.
  - 2) Provide Oracle with full access to relevant functional, technical and business resources with adequate skills and knowledge to support the performance of Services.
  - 3) Provide, for all Oracle resources performing Services at Your site, a safe and healthful workspace (e.g., a workspace that is free from recognized hazards that are causing, or likely to cause, death or serious physical harm, a workspace that has proper ventilation, sound levels acceptable for resources performing Services in the workspace, and ergonomically correct work stations, etc.)
  - 4) Provide any notices, and obtain any consents, required for Oracle to perform Services.
  - 5) Limit Oracle’s access to any production environments or shared development environments to the extent necessary for Oracle to perform Services.
  - 6) If while performing Services Oracle requires access to other vendor’s products that are part of Your system, You will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on Your behalf.
  - 7) Provide information regarding existing application usage, targeted users, processes and workflows, and technical infrastructure to the extent necessary for delivery of Services.
  - 8) Gather information management policies, collaboration practices and procedures in preparation for the workshop referenced in the Description of Services.
  
- B. Project Assumptions:

All engagements will be either working offsite, through online meetings or in person.

### **3. Expenses**

In addition to the fees set forth in Your order, You agree to reimburse Oracle for travel and out of pocket expenses related to providing any on-site Services. All expenses invoiced monthly hereunder are due and payable in accordance with the payment terms of your order.

### **4. Unused Services**

The Services must be used within three (3) months from your order's signature date, unless otherwise stated in your order ("Services Period"). Any Services not used within the Services Period will be automatically forfeited by you, with no further action required of either party, and you will not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused Services. You may not use the fees for any services other than the Services stated herein.

### **5. Project Management**

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

# Oracle Aconex Implementation Builder Basic

Part #B91514

## 1. Description of Services

Oracle will provide You with up to eighty (80) hours of implementation services related to Your Oracle Aconex instance (“Services”). Such Services include the following:

### A. Facilitate a Process Discovery workshop to:

- 1) Assess current level of information management and collaboration usage,
- 2) Identify deficiencies, and
- 3) Identify process improvements.

### B. Provide a Process Assessment workshop of up to five (5) processes to:

- 1) Analyze Your existing process to determine the priority of automation,
- 2) Review current state of processes identified in the analysis,
- 3) Develop future state and document expected impact of identified changes to each process, and
- 4) Map processes to your Aconex instance.

### C. Provide a findings report defining actionable recommendations related to investment, maintenance or divesting of your current processes and workflows as identified in Sections 1.A and 1.B above.

## 2. Your Obligations and Project Assumptions

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

### A. Your Obligations:

- 1) Obtain Cloud Services under separate contract prior to the commencement of Services under this order and maintain such Cloud Services for the duration of the Services provided under this order.
- 2) Provide Oracle with full access to relevant functional, technical and business resources with adequate skills and knowledge to support the performance of Services.
- 3) Provide, for all Oracle resources performing Services at Your site, a safe and healthful workspace (e.g., a workspace that is free from recognized hazards that are causing, or likely to cause, death or serious physical harm, a workspace that has proper ventilation, sound levels acceptable for resources performing Services in the workspace, and ergonomically correct work stations, etc.)
- 4) Provide any notices, and obtain any consents, required for Oracle to perform Services.
- 5) Limit Oracle’s access to any production environments or shared development environments to the extent necessary for Oracle to perform Services.
- 6) If while performing Services Oracle requires access to other vendor’s products that are part of Your system, You will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on Your behalf.
- 7) Provide information regarding existing application usage, targeted users, processes and workflows, and technical infrastructure to the extent necessary for delivery of Services.
- 8) Gather information management policies, collaboration practices and procedures in preparation for the workshop referenced in the Description of Services.

## B. Project Assumptions:

- 1) All engagements will be either working offsite, through online meetings or in person.
- 2) These Services are provided in conjunction with the implementation services outlined in Your Service Order.

### 3. Expenses

In addition to the fees set forth in Your order, You agree to reimburse Oracle for travel and out of pocket expenses related to providing any on-site Services. All expenses invoiced monthly hereunder are due and payable in accordance with the payment terms of your order.

### 4. Unused Services

The Services must be used within six (6) months from your order's signature date, unless otherwise stated in your order ("Services Period"). Any Services not used within the Services Period will be automatically forfeited by you, with no further action required of either party, and you will not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused Services. You may not use the fees for any services other than the Services stated herein.

### 5. Project Management

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

# Oracle Aconex Implementation Builder Standard

Part #B91515

## 1. Description of Services

Oracle will provide You with up to one hundred and sixty (160) hours of implementation services related to Your Oracle Aconex instance (“Services”). Such Services include the following:

### A. Facilitate a Process Discovery workshop to:

- 1) Assess current level of information management and collaboration usage,
- 2) Identify deficiencies, and
- 3) Identify process improvements.

### B. Provide a Process Assessment workshop of up to five (5) processes to:

- 1) Analyze Your existing process to determine the priority of automation,
- 2) Review current state of processes identified in the analysis,
- 3) Develop future state and document expected impact of identified changes to each process, and
- 4) Map processes to your Aconex instance.

### C. Provide a findings report defining actionable recommendations related to investment, maintenance or divesting of your current processes and workflows as identified in Sections 1.A and 1.B above.

### D. Provide training and/or consultation services related to change management, utilization and adoption of Your Oracle Aconex instance (“Services”) as mutually agreed.

### E. Provide a three (3) month milestone Project System Review to:

- 1) Review the existing project configuration, document metadata structure, use of transmittals and mail forms, permissions and roles (internal and external), and use of workflows.
- 2) Provide a findings report outlining the results of the review, including recommendations for improvement.

## 2. Your Obligations and Project Assumptions

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

### A. Your Obligations:

- 1) Obtain Cloud Services under separate contract prior to the commencement of Services under this order and maintain such Cloud Services for the duration of the Services provided under this order.
- 2) Provide Oracle with full access to relevant functional, technical and business resources with adequate skills and knowledge to support the performance of Services.
- 3) Provide, for all Oracle resources performing Services at Your site, a safe and healthful workspace (e.g., a workspace that is free from recognized hazards that are causing, or likely to cause, death or serious

- physical harm, a workspace that has proper ventilation, sound levels acceptable for resources performing Services in the workspace, and ergonomically correct work stations, etc.)
- 4) Provide any notices, and obtain any consents, required for Oracle to perform Services.
  - 5) Limit Oracle's access to any production environments or shared development environments to the extent necessary for Oracle to perform Services.
  - 6) If while performing Services Oracle requires access to other vendor's products that are part of Your system, You will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on Your behalf.
  - 7) Provide information regarding existing application usage, targeted users, processes and workflows, and technical infrastructure to the extent necessary for delivery of Services.
  - 8) Gather information management policies, collaboration practices and procedures in preparation for the workshop referenced in section Description of Services.

#### B. Project Assumptions:

- 1) All engagements will be either working offsite, through online meetings or in person.
- 2) These Services are provided in conjunction with the implementation services outlined in Your Service Order.
- 3) The Project System Review will take place three (3) months following the completion of findings report described in Section 1.C. above.

### 3. Expenses

In addition to the fees set forth in Your order, You agree to reimburse Oracle for travel and out of pocket expenses related to providing any on-site Services. All expenses invoiced monthly hereunder are due and payable in accordance with the payment terms of your order.

### 4. Unused Services

The Services must be used within six (6) months from your order's signature date, unless otherwise stated in your order ("Services Period"). Any Services not used within the Services Period will be automatically forfeited by you, with no further action required of either party, and you will not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused Services. You may not use the fees for any services other than the Services stated herein.

### 5. Project Management

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

# Oracle Aconex Implementation Builder Advanced

Part #B91516

## 1. Description of Services

Oracle will provide You with up to two hundred and eighty (280) hours of implementation services related to Your Oracle Aconex instance (“Services”). Such Services include the following:

### A. Facilitate a Process Discovery workshop to:

- 1) Assess current level of information management and collaboration usage,
- 2) Identify deficiencies, and
- 3) Identify process improvements.

### B. Provide a Process Assessment workshop of up to five (5) processes to:

- 1) Analyze Your existing process to determine the priority of automation,
- 2) Review current state of processes identified in the analysis,
- 3) Develop future state and document expected impact of identified changes to each process, and
- 4) Map processes to your Aconex instance.

### C. Provide a findings report defining actionable recommendations related to investment, maintenance or divesting of your current processes and workflows as identified in Sections 1.A and 1.B above.

### D. Template Development.

- 1) Facilitate a workshop for configuration assistance to setup up one (1) new template as a sub-template of Your standard template within Your Oracle Aconex instance that may include any of the following:
  - a) Configuration settings for document fields, document values, mail types and mail attributes,
  - b) Setup up project organization roles,
  - c) Review security settings under project preferences,
  - d) Setup Workflow Review status requirements,
  - e) Setup auto numbering for document classification, and/or
  - f) Setup existing mail forms
- 2) Provide a Project Settings Report for the new template.

### E. Provide training and/or consultation services related to change management, utilization and adoption of Your Oracle Aconex instance (“Services”) as mutually agreed.

### F. Provide a three (3) month milestone Project System Review to:

- 1) Review the existing project configuration, document metadata structure, use of transmittals and mail forms, permissions and roles (internal and external), and use of workflows.
- 2) Provide a findings report outlining the results of the review, including recommendations for improvement.

## 2. Your Obligations and Project Assumptions

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

### A. Your Obligations:

- 1) Obtain Cloud Services under separate contract prior to the commencement of Services under this order and maintain such Cloud Services for the duration of the Services provided under this order.
- 2) Provide Oracle with full access to relevant functional, technical and business resources with adequate skills and knowledge to support the performance of Services.
- 3) Provide, for all Oracle resources performing Services at Your site, a safe and healthful workspace (e.g., a workspace that is free from recognized hazards that are causing, or likely to cause, death or serious physical harm, a workspace that has proper ventilation, sound levels acceptable for resources performing Services in the workspace, and ergonomically correct work stations, etc.)
- 4) Provide any notices, and obtain any consents, required for Oracle to perform Services.
- 5) Limit Oracle's access to any production environments or shared development environments to the extent necessary for Oracle to perform Services.
- 6) If while performing Services Oracle requires access to other vendor's products that are part of Your system, You will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on Your behalf.
- 7) Provide information regarding existing application usage, targeted users, processes and workflows, and technical infrastructure to the extent necessary for delivery of Services.
- 8) Gather information management policies, collaboration practices and procedures in preparation for the workshop referenced in section 1.A Description of Services.

### B. Project Assumptions:

- 1) All engagements will be either working offsite, through online meetings or in person.
- 2) These Services are provided in conjunction with the implementation services outlined in Your Service Order.
- 3) The Project System Review will take place three (3) months following the completion of findings report described in Section 1.C above.

## 3. Expenses

In addition to the fees set forth in Your order, You agree to reimburse Oracle for travel and out of pocket expenses related to providing any on-site Services. All expenses invoiced monthly hereunder are due and payable in accordance with the payment terms of your order.

## 4. Unused Services

The Services must be used within six (6) months from your order's signature date, unless otherwise stated in your order ("Services Period"). Any Services not used within the Services Period will be automatically forfeited by you, with no further action required of either party, and you will not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused Services. You may not use the fees for any services other than the Services stated herein.

## 5. Project Management

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

# Oracle Aconex Consulting Service – 1 Day

Part #B93573

## 1. Description of Services

At Your direction, Oracle will provide You with the quantity of person days listed in Your order for training and/or consultation services related to change management, utilization and adoption for Your Oracle Aconex instance (“Services”).

## 2. Your Obligations and Project Assumptions

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

### A. Your Obligations:

- 1) Obtain Cloud Services under separate contract prior to the commencement of Services under this order and maintain such Cloud Services for the duration of the Services provided under this order.
- 2) Provide Oracle with full access to relevant functional, technical and business resources with adequate skills and knowledge to support the performance of Services.
- 3) Provide, for all Oracle resources performing Services at Your site, a safe and healthful workspace (e.g., a workspace that is free from recognized hazards that are causing, or likely to cause, death or serious physical harm, a workspace that has proper ventilation, sound levels acceptable for resources performing Services in the workspace, and ergonomically correct work stations, etc.)
- 4) Provide any notices, and obtain any consents, required for Oracle to perform Services.
- 5) Limit Oracle’s access to any production environments or shared development environments to the extent necessary for Oracle to perform Services.
- 6) If while performing Services Oracle requires access to other vendor’s products that are part of Your system, You will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on Your behalf.
- 7) Provide existing process flow and current way of managing the process.
- 8) Provide information regarding existing application usage, targeted users, processes and workflows, and technical infrastructure to the extent necessary for delivery of Services.

### B. Project Assumptions:

- 1) All engagements will be either working offsite, through online meetings or in person.
- 2) Excluded from scope are data migration, custom reporting, security, compliance and integration consultation.
- 3) Training excludes training available through training courses and videos at <https://docs.oracle.com/en/industries/construction-engineering>.
- 4) A “person day” is defined as one (1) resource working up to eight (8) hours per day.
- 5) Schedule for the Services to be provided to You shall be mutually agreed between You and Oracle.

## 3. Expenses

In addition to the fees set forth in Your order, You agree to reimburse Oracle for travel and out of pocket expenses related to providing any on-site Services. All expenses invoiced monthly hereunder are due and payable in accordance with the payment terms of Your order.

#### **4. Unused Services**

The Services must be used within three (3) months from Your order's signature date, unless otherwise stated in Your order ("Services Period"). Any Services not used within the Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused Services. You may not use the fees for any services other than the Services stated herein.

#### **5. Project Management**

You shall designate a project manager who shall be solely responsible for project management associated with this order and the direction of Services provided to You by Oracle under this order. Oracle shall provide Services under this order under the direction of such project manager, who shall make all decisions in connection with project management and direction of Services under this order.

# Oracle Aconex Consulting Service – 5 Days

Part #B93574

## 1. Description of Services

At Your direction, Oracle will provide You with five (5) person days listed in Your order for training and/or consultation services related to change management, utilization and adoption related to Your Oracle Aconex instance (“Services”) as mutually agreed.

## 2. Your Obligations and Project Assumptions

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

### A. Your Obligations:

- 1) Obtain Cloud Services under separate contract prior to the commencement of Services under this order and maintain such Cloud Services for the duration of the Services provided under this order.
- 2) Provide Oracle with full access to relevant functional, technical and business resources with adequate skills and knowledge to support the performance of Services.
- 3) Provide, for all Oracle resources performing Services at Your site, a safe and healthful workspace (e.g., a workspace that is free from recognized hazards that are causing, or likely to cause, death or serious physical harm, a workspace that has proper ventilation, sound levels acceptable for resources performing Services in the workspace, and ergonomically correct work stations, etc.)
- 4) Provide any notices, and obtain any consents, required for Oracle to perform Services.
- 5) Limit Oracle’s access to any production environments or shared development environments to the extent necessary for Oracle to perform Services.
- 6) If while performing Services Oracle requires access to other vendor’s products that are part of Your system, You will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on Your behalf.
- 7) Provide existing process flow and current way of managing the process.
- 8) Provide information regarding existing application usage, targeted users, processes and workflows, and technical infrastructure to the extent necessary for delivery of Services.

### B. Project Assumptions:

- 1) All engagements will be either working offsite, through online meetings or in person.
- 2) Excluded from scope are data migration, custom reporting, security, compliance and integration consultation.
- 3) Training excludes training available through Training Courses and Videos at <https://docs.oracle.com/en/industries/construction-engineering/>.
- 4) A “person day” is defined as one (1) resource working up to eight (8) hours per day.
- 5) Schedule for the Services to be provided to You shall be mutually agreed between You and Oracle

## 3. Expenses

In addition to the fees set forth in Your order, You agree to reimburse Oracle for travel and out of pocket expenses related to providing any on-site Services. All expenses invoiced monthly hereunder are due and payable in accordance with the payment terms of Your order.

#### **4. Unused Services**

The Services must be used within three (3) months from Your order's signature date, unless otherwise stated in Your order ("Services Period"). Any Services not used within the Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused Services. You may not use the fees for any services other than the Services stated herein.

#### **5. Project Management**

You shall designate a project manager who shall be solely responsible for project management associated with this order and the direction of Services provided to You by Oracle under this order. Oracle shall provide Services under this order under the direction of such project manager, who shall make all decisions in connection with project management and direction of Services under this order.

# Oracle Aconex Consulting Service – 20 Days

Part #B93575

## 1. Description of Services

At Your direction, Oracle will provide You with twenty (20) person days listed in Your order for training and/or consultation services related to change management, utilization and adoption related to Your Oracle Aconex instance (“Services”) as mutually agreed.

## 2. Your Obligations and Project Assumptions

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

### A. Your Obligations:

- 1) Obtain Cloud Services under separate contract prior to the commencement of Services under this order and maintain such Cloud Services for the duration of the Services provided under this order.
- 2) Provide Oracle with full access to relevant functional, technical and business resources with adequate skills and knowledge to support the performance of Services.
- 3) Provide, for all Oracle resources performing Services at Your site, a safe and healthful workspace (e.g., a workspace that is free from recognized hazards that are causing, or likely to cause, death or serious physical harm, a workspace that has proper ventilation, sound levels acceptable for resources performing Services in the workspace, and ergonomically correct work stations, etc.)
- 4) Provide any notices, and obtain any consents, required for Oracle to perform Services.
- 5) Limit Oracle’s access to any production environments or shared development environments to the extent necessary for Oracle to perform Services.
- 6) If while performing Services Oracle requires access to other vendor’s products that are part of Your system, You will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on Your behalf.
- 7) Provide existing process flow and current way of managing the process.
- 8) Provide information regarding existing application usage, targeted users, processes and workflows, and technical infrastructure to the extent necessary for delivery of Services.

### B. Project Assumptions:

- 1) All engagements will be either working offsite, through online meetings or in person.
- 2) Excluded from scope are data migration, custom reporting, security, compliance and integration consultation.
- 3) Training excludes training available through Training Courses and Videos at <https://docs.oracle.com/en/industries/construction-engineering/>.
- 4) A “person day” is defined as one (1) resource working up to eight (8) hours per day.
- 5) Schedule for the Services to be provided to You shall be mutually agreed between You and Oracle

## 3. Expenses

In addition to the fees set forth in Your order, You agree to reimburse Oracle for travel and out of pocket expenses related to providing any on-site Services. All expenses invoiced monthly hereunder are due and payable in accordance with the payment terms of Your order.

#### **4. Unused Services**

The Services must be used within six (6) months from Your order's signature date, unless otherwise stated in Your order ("Services Period") with 50% of Services to be used within the first three (3) months. Any Services not used within the Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused Services. You may not use the fees for any services other than the Services stated herein.

#### **5. Project Management**

You shall designate a project manager who shall be solely responsible for project management associated with this order and the direction of Services provided to You by Oracle under this order. Oracle shall provide Services under this order under the direction of such project manager, who shall make all decisions in connection with project management and direction of Services under this order.

# Oracle Aconex Library Processes

Part #B91518

## 1. Description of Services

Oracle will provide You with up to eight (8) hours of consulting and configuration assistance related to Your Oracle Aconex instance (“Services”). Services will include the following:

- A. Review a selected process from the standard library for application to Your Oracle Aconex instance (“Selected Process”).
- B. Setup Selected Process from the standard library.
- C. Create a procedure diagram for the Selected Process.

## 2. Your Obligations and Project Assumptions

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

### A. Your Obligations:

- 1) Obtain Cloud Services under separate contract prior to the commencement of Services under this order and maintain such Cloud Services for the duration of the Services provided under this order.
- 2) Provide Oracle with full access to relevant functional, technical and business resources with adequate skills and knowledge to support the performance of Services.
- 3) Provide, for all Oracle resources performing Services at Your site, a safe and healthful workspace (e.g., a workspace that is free from recognized hazards that are causing, or likely to cause, death or serious physical harm, a workspace that has proper ventilation, sound levels acceptable for resources performing Services in the workspace, and ergonomically correct work stations, etc.)
- 4) Provide any notices, and obtain any consents, required for Oracle to perform Services.
- 5) Limit Oracle’s access to any production environments or shared development environments to the extent necessary for Oracle to perform Services.
- 6) If while performing Services Oracle requires access to other vendor’s products that are part of Your system, You will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on Your behalf.
- 7) Identify one (1) process to be setup from the list of standard library processes available at <https://help.aconex.com/aconex-implementation/common-processes>.
- 8) Provide existing process flow and current way of managing the process.
- 9) Provide information regarding existing application usage, targeted users, processes and workflows, and technical infrastructure to the extent necessary for delivery of Services.

### B. Project Assumptions:

All engagements will be either working offsite, through online meetings or in person.

## 3. Expenses

In addition to the fees set forth in Your order, You agree to reimburse Oracle for travel and out of pocket expenses related to providing any on-site Services. All expenses invoiced monthly hereunder are due and payable in accordance with the payment terms of Your order.

#### **4. Unused Services**

The Services must be used within three (3) months from Your order's signature date, unless otherwise stated in Your order ("Services Period"). Any Services not used within the Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused Services. You may not use the fees for any services other than the Services stated herein.

#### **5. Project Management**

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

# Oracle Aconex Template Development

Part #B91519

## 1. Description of Services

Oracle will provide You with up to twenty-four (24) hours of configuration assistance to setup up to one (1) template within a single standardized project within Your Oracle Aconex instance (“Services”). Services will include the following:

- A. Facilitate a workshop to identify and document a standard project template that may include any of the following:
  - 1) Configuration settings for document fields, document values, mail types and mail attributes,
  - 2) Project organization roles,
  - 3) Security settings under project preferences,
  - 4) Workflow Review status requirements,
  - 5) Auto numbering for document classification, and
  - 6) Existing mail forms.
  
- B. Provide documented standard project template to You.

## 2. Your Obligations and Project Assumptions

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

### A. Your Obligations:

- 1) Obtain Cloud Services under separate contract prior to the commencement of Services under this order and maintain such Cloud Services for the duration of the Services provided under this order.
- 2) Provide Oracle with full access to relevant functional, technical and business resources with adequate skills and knowledge to support the performance of Services.
- 3) Provide, for all Oracle resources performing Services at Your site, a safe and healthful workspace (e.g., a workspace that is free from recognized hazards that are causing, or likely to cause, death or serious physical harm, a workspace that has proper ventilation, sound levels acceptable for resources performing Services in the workspace, and ergonomically correct work stations, etc.)
- 4) Provide any notices, and obtain any consents, required for Oracle to perform Services.
- 5) Limit Oracle’s access to any production environments or shared development environments to the extent necessary for Oracle to perform Services.
- 6) If while performing Services Oracle requires access to other vendor’s products that are part of Your system, You will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on Your behalf.
- 7) Provide information regarding existing application usage, targeted users, processes and workflows, and technical infrastructure to the extent necessary for delivery of Services.
- 8) Gather information management policies, collaboration practices and procedures in preparation for the workshop referenced in Description of Services above.

### B. Project Assumptions:

- 1) Mail form setup must be in current use on an existing Oracle Aconex project.

2) All engagements will be either working offsite, through online meetings or in person.

### **3. Expenses**

In addition to the fees set forth in Your order, You agree to reimburse Oracle for travel and out of pocket expenses related to providing any on-site Services. All expenses invoiced monthly hereunder are due and payable in accordance with the payment terms of Your order.

### **4. Unused Services**

The Services must be used within three (3) months from Your order's signature date, unless otherwise stated in Your order ("Services Period"). Any Services not used within the Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused Services. You may not use the fees for any services other than the Services stated herein.

### **5. Project Management**

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

# Oracle Aconex Workflows

Part #B91520

## 1. Description of Services

Oracle will provide You with up to eight (8) hours of training associated with the configuration, and administration of Workflow processes in Your Oracle Aconex instance (“Services”). Services will include:

### A. Providing an overview of:

- 1) User Roles setup, and
- 2) Project Setting Document Review Sets.

### B. Providing training on how to:

- 1) Map a process,
- 2) Initiate a Workflow, and
- 3) Receive and review documentation.

## 2. Your Obligations and Project Assumptions

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

### A. Your Obligations:

- 1) Obtain Cloud Services under separate contract prior to the commencement of Services under this order and maintain such Cloud Services for the duration of the Services provided under this order.
- 2) Provide Oracle with full access to relevant functional, technical and business resources with adequate skills and knowledge to support the performance of Services.
- 3) Provide, for all Oracle resources performing Services at Your site, a safe and healthful workspace (e.g., a workspace that is free from recognized hazards that are causing, or likely to cause, death or serious physical harm, a workspace that has proper ventilation, sound levels acceptable for resources performing Services in the workspace, and ergonomically correct work stations, etc.)
- 4) Provide any notices, and obtain any consents, required for Oracle to perform Services.
- 5) Limit Oracle’s access to any production environments or shared development environments to the extent necessary for Oracle to perform Services.
- 6) If while performing Services Oracle requires access to other vendor’s products that are part of Your system, You will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on Your behalf.
- 7) Provide information regarding existing application usage, targeted users, processes and workflows, and technical infrastructure to the extent necessary for delivery of Services.
- 8) Complete the Workflow Participants webinar prior to the commencement of Services.

### B. Project Assumptions:

- 1) All engagements will be either working offsite, through online meetings or in person.
- 2) Oracle standard templates and documents will be utilized.

### **3. Expenses**

In addition to the fees set forth in Your order, You agree to reimburse Oracle for travel and out of pocket expenses related to providing any on-site Services. All expenses invoiced monthly hereunder are due and payable in accordance with the payment terms of Your order.

### **4. Unused Services**

The Services must be used within three (3) months from Your order's signature date, unless otherwise stated in Your order ("Services Period"). Any Services not used within the Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused Services. You may not use the fees for any services other than the Services stated herein.

### **5. Project Management**

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

# Oracle Aconex Process Discovery

Part #B91521

## 1. Description of Services

Oracle will provide You with up to twenty-four (24) hours of process discovery consultation related to Your Oracle Aconex instance (“Services”). Services will include the following:

### A. Facilitate a workshop to:

- 1) Assess current level of information management and collaboration usage,
- 2) Identify deficiencies, and
- 3) Identify process improvements.

### B. Provide a findings report defining actionable recommendations related to investment, maintenance or divesting of Your current processes and workflows.

## 2. Your Obligations and Project Assumptions

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

### A. Your Obligations:

- 1) Obtain Cloud Services under separate contract prior to the commencement of Services under this order and maintain such Cloud Services for the duration of the Services provided under this order.
- 2) Provide Oracle with full access to relevant functional, technical and business resources with adequate skills and knowledge to support the performance of Services.
- 3) Provide, for all Oracle resources performing Services at Your site, a safe and healthful workspace (e.g., a workspace that is free from recognized hazards that are causing, or likely to cause, death or serious physical harm, a workspace that has proper ventilation, sound levels acceptable for resources performing Services in the workspace, and ergonomically correct work stations, etc.)
- 4) Provide any notices, and obtain any consents, required for Oracle to perform Services.
- 5) Limit Oracle’s access to any production environments or shared development environments to the extent necessary for Oracle to perform Services.
- 6) If while performing Services Oracle requires access to other vendor’s products that are part of Your system, You will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on Your behalf.
- 7) Provide information regarding existing application usage, targeted users, processes and workflows, and technical infrastructure to the extent necessary for delivery of Services.
- 8) Gather information management policies, collaboration practices and procedures in preparation for the workshop referenced in Description of Services above.

### B. Project Assumptions:

All engagements will be either working offsite, through online meetings or in person.

## 3. Expenses

In addition to the fees set forth in Your order, You agree to reimburse Oracle for travel and out of pocket expenses related to providing any on-site Services. All expenses invoiced monthly hereunder are due and payable in accordance with the payment terms of Your order.

#### **4. Unused Services**

The Services must be used within three (3) months from Your order's signature date, unless otherwise stated in Your order ("Services Period"). Any Services not used within the Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused Services. You may not use the fees for any services other than the Services stated herein.

#### **5. Project Management**

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

# Oracle Aconex Process Assessment

Part #B91522

## 1. Description of Services

Oracle will provide You with up to fifty-six (56) hours of process assessment consultation to map up to five (5) processes to Your Oracle Aconex instance (“Services”). Services will include the following:

- 1) Analyze Your existing process to determine the priority of automation.
- 2) Review current state of processes identified in the analysis.
- 3) Develop future state and document expected impact of identified changes to each process.
- 4) Map processes to your Aconex instance.
- 5) Provide a findings report documenting process prioritization, current state, and expected impacts of mapped processes.

## 2. Your Obligations and Project Assumptions

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

### A. Your Obligations:

- 1) Obtain Cloud Services under separate contract prior to the commencement of Services under this order and maintain such Cloud Services for the duration of the Services provided under this order.
- 2) Provide Oracle with full access to relevant functional, technical and business resources with adequate skills and knowledge to support the performance of Services.
- 3) Provide, for all Oracle resources performing Services at Your site, a safe and healthful workspace (e.g., a workspace that is free from recognized hazards that are causing, or likely to cause, death or serious physical harm, a workspace that has proper ventilation, sound levels acceptable for resources performing Services in the workspace, and ergonomically correct work stations, etc.)
- 4) Provide any notices, and obtain any consents, required for Oracle to perform Services.
- 5) Limit Oracle’s access to any production environments or shared development environments to the extent necessary for Oracle to perform Services.
- 6) If while performing Services Oracle requires access to other vendor’s products that are part of Your system, You will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on Your behalf.
- 7) Provide information regarding existing application usage, targeted users, processes and workflows, and technical infrastructure to the extent necessary for delivery of Services.
- 8) Gather information management policies, collaboration practices and procedures in preparation for the workshop referenced in Description of Services above.

### B. Project Assumptions:

All engagements will be either working offsite, through online meetings or in person.

## 3. Expenses

In addition to the fees set forth in Your order, You agree to reimburse Oracle for travel and out of pocket expenses related to providing any on-site Services. All expenses invoiced monthly hereunder are due and payable in accordance with the payment terms of Your order.

#### **4. Unused Services**

The Services must be used within three (3) months from Your order's signature date, unless otherwise stated in Your order ("Services Period"). Any Services not used within the Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused Services. You may not use the fees for any services other than the Services stated herein.

#### **5. Project Management**

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

# Oracle Aconex Connected Cost

Part #B91523

## 1. Description of Services

Oracle will provide You with up to one hundred twenty (120) hours of consulting and configuration assistance to setup up to one (1) Connected Cost project in Your Oracle Aconex instance (“Services”). Services may include any of the following:

### A. Host a kick off call to:

- 1) Review Your Oracle Aconex instance,
- 2) Present the standard configuration documentation,
- 3) Schedule Services activities, and
- 4) Identify the implementation team.

### B. Lead up to two (2) remote planning workshops each up to four (4) hours in duration to identify and prepare a requirements document outlining the following:

- 1) Configuration settings,
- 2) Roles,
- 3) Organizational Breakdown Structure (“OBS”),
- 4) Connected Cost Work Breakdown Structure (“WBS”),
- 5) Reporting requirements,
- 6) Requirements for Tags, and
- 7) Financial rules and methods (e.g. rules of credit, budgeting, currency, project setup).

### C. Provide requirements document for Your review and approval.

### D. Setup or import the following based on the requirements document:

- 1) Setup security profiles.
- 2) Create users and add users to project.
- 3) Assign users to OBS elements and create responsibility assignments.
- 4) Define project calendar and create reporting periods.
- 5) Setup Control Element Categories
- 6) Setup Distribution Curves and Rules of Credit templates.
- 7) Tag categories and configure Tags.
- 8) Activate project in Connected Cost and set one (1) project base currency.
- 9) Create WBS, including Coding Structure and Control Elements.
- 10) Import templates, estimate and schedule data from Primavera P6 if applicable.
- 11) Create up to five (5) project reports and up to two (2) organization reports using Report Builder or by editing standard reports.

### E. Review project settings with You and amend the requirements document as mutually agreed.

### F. Provide the following training:

- 1) One (1) online Connected Cost user session for existing Oracle Aconex users.
- 2) One (1) online Connected Cost administration training for existing Oracle Aconex administrators.

G. Verify reporting cycle after one-month end and review the results with You.

## 2. Your Obligations and Project Assumptions

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

### A. Your Obligations:

- 1) Obtain Cloud Services under separate contract prior to the commencement of Services under this order and maintain such Cloud Services for the duration of the Services provided under this order.
- 2) Provide Oracle with full access to relevant functional, technical, and business resources with adequate skills and knowledge to support the performance of Services.
- 3) Provide, for all Oracle resources performing Services at Your site, a safe and healthful workspace (e.g., a workspace that is free from recognized hazards that are causing, or likely to cause, death or serious physical harm, a workspace that has proper ventilation, sound levels acceptable for resources performing Services in the workspace, and ergonomically correct work stations, etc.)
- 4) Provide any notices, and obtain any consents, required for Oracle to perform Services.
- 5) Limit Oracle's access to any production environments or shared development environments to the extent necessary for Oracle to perform Services.
- 6) If while performing Services Oracle requires access to other vendor's products that are part of Your system, You will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on Your behalf.
- 7) Review and approve, within three (3) business days, the requirements document.
- 8) Provide information regarding existing application usage, targeted users, data, processes and workflows, and technical infrastructure to the extent necessary for delivery of Services.

### B. Project Assumptions:

- 1) System configuration will not begin until documented requirements have been approved.
- 2) Connect Cost setup is based on the default Oracle Aconex configuration template. If You have a previously configured template it may be used if identified to Oracle.
- 3) While this engagement may identify requirements for integration of Oracle to other systems, the integration effort is not included in the Services. If integration services from Oracle are needed, they may be contracted separately.
- 4) All engagements will be either working offsite, through online meetings or in person.
- 5) Training utilizes standard training modules without customization.
- 6) The level of effort is based on the tasks identified. Oracle may revise the level of effort for this engagement following the kickoff, based on complexity and duration of the assessment. This revised level of resourcing and associated additional fee is subject to Your prior approval.

## 3. Expenses

In addition to the fees set forth in Your order, You agree to reimburse Oracle for travel and out of pocket expenses related to providing any on-site Services. All expenses invoiced monthly hereunder are due and payable in accordance with the payment terms of Your order.

## 4. Unused Services

The Services must be used within twelve (12) months from Your order's signature date, unless otherwise stated in Your order ("Services Period"). Any Services not used within the Services Period will be automatically forfeited by You, with no further action required of either party, and You will

not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused Services. You may not use the fees for any services other than the Services stated herein.

## **5. Project Management**

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

# Oracle Aconex Process Mapping

Part #B91524

## 1. Description of Services

Oracle will provide You with up to sixteen (16) hours of process mapping consultation related to Your Oracle Aconex instance (“Services”). Services will include:

- 1) Facilitate a discussion to understand Your existing process(es) and map them to Your Aconex instance.
- 2) Provide documentation of the process(es).

## 2. Your Obligations and Project Assumptions

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

### A. Your Obligations:

- 1) Obtain Cloud Services under separate contract prior to the commencement of Services under this order and maintain such Cloud Services for the duration of the Services provided under this order.
- 2) Provide Oracle with full access to relevant functional, technical and business resources with adequate skills and knowledge to support the performance of Services.
- 3) Provide, for all Oracle resources performing Services at Your site, a safe and healthful workspace (e.g., a workspace that is free from recognized hazards that are causing, or likely to cause, death or serious physical harm, a workspace that has proper ventilation, sound levels acceptable for resources performing Services in the workspace, and ergonomically correct work stations, etc.)
- 4) Provide any notices, and obtain any consents, required for Oracle to perform Services.
- 5) Limit Oracle’s access to any production environments or shared development environments to the extent necessary for Oracle to perform Services.
- 6) If while performing Services Oracle requires access to other vendor’s products that are part of Your system, You will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on Your behalf.
- 7) Provide existing process flow and current way of managing the process.
- 8) Provide information regarding existing application usage, targeted users, processes and workflows, and technical infrastructure to the extent necessary for delivery of Services.

### B. Project Assumptions:

All engagements will be either working offsite, through online meetings or in person.

## 3. Expenses

In addition to the fees set forth in Your order, You agree to reimburse Oracle for travel and out of pocket expenses related to providing any on-site Services. All expenses invoiced monthly hereunder are due and payable in accordance with the payment terms of Your order.

## 4. Unused Services

The Services must be used within three (3) months from Your order's signature date, unless otherwise stated in Your order ("Services Period"). Any Services not used within the Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused Services. You may not use the fees for any services other than the Services stated herein.

## **5. Project Management**

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

# Oracle Aconex Technical Services

Part #B91526

## 1. Description of Services.

At Your direction, Oracle will provide You with the quantity of hours listed in Your order for technical services related to Your Oracle Aconex instance (“Services”). Such Services may include the following:

- A. Assistance performing system administration tasks in bulk.
- B. Provide event logs and reports for action tracking.
- C. Provide Project-wide corrections of metadata under project settings based on instructions received from You.

## 2. Your Obligations and Project Assumptions.

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

### A. Your Obligations:

- 1) Obtain Cloud Services under separate contract prior to the commencement of Services under this order and maintain such Cloud Services for the duration of the Services provided under this order.
- 2) Provide Oracle with full access to relevant functional, technical and business resources with adequate skills and knowledge to support the performance of Services.
- 3) Provide, for all Oracle resources performing Services at Your site, a safe and healthful workspace (e.g., a workspace that is free from recognized hazards that are causing, or likely to cause, death or serious physical harm, a workspace that has proper ventilation, sound levels acceptable for resources performing Services in the workspace, and ergonomically correct work stations, etc.)
- 4) Provide any notices, and obtain any consents, required for Oracle to perform Services.
- 5) Limit Oracle’s access to any production environments or shared development environments to the extent necessary for Oracle to perform Services.
- 6) If while performing Services Oracle requires access to other vendor’s products that are part of Your system, You will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on Your behalf.
- 7) Provide information regarding existing application usage, targeted users, processes, and technical infrastructure to the extent necessary for delivery of Services.

### B. Project Assumptions:

All services will be provided remotely.

## 3. Unused Services.

The Services must be used within six (6) months from Your order’s signature date, unless otherwise stated in Your order (“Professional Services Period”). Any Services not used within the Professional Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other services, for any

unused portion of the fees paid for any unused Services. You may not use the fees for any services other than the Services stated herein.

#### **4. Primary Point of Contact.**

You agree to designate a primary contact who will work together with Oracle to facilitate an efficient delivery of Services.

# ORACLE CONJECT PROFESSIONAL SERVICES

## Oracle Conject Consulting Service – 1 Day

Part #B93576

### 1. Description of Services

At Your direction, Oracle will provide You with the quantity of person days listed in Your order for training and/or consultation services related to change management, utilization and adoption related to Your Oracle Conject instance (“Services”) as mutually agreed.

### 2. Your Obligations and Project Assumptions

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

#### A. Your Obligations:

- 1) Obtain Cloud Services under separate contract prior to the commencement of Services under this order and maintain such Cloud Services for the duration of the Services provided under this order.
- 2) Provide Oracle with full access to relevant functional, technical and business resources with adequate skills and knowledge to support the performance of Services.
- 3) Provide, for all Oracle resources performing Services at Your site, a safe and healthful workspace (e.g., a workspace that is free from recognized hazards that are causing, or likely to cause, death or serious physical harm, a workspace that has proper ventilation, sound levels acceptable for resources performing Services in the workspace, and ergonomically correct work stations, etc.)
- 4) Provide any notices, and obtain any consents, required for Oracle to perform Services.
- 5) Limit Oracle’s access to any production environments or shared development environments to the extent necessary for Oracle to perform Services.
- 6) If while performing Services Oracle requires access to other vendor’s products that are part of Your system, You will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on Your behalf.
- 7) Provide existing process flow and current way of managing the process.
- 8) Provide information regarding existing application usage, targeted users, processes and workflows, and technical infrastructure to the extent necessary for delivery of Services

#### B. Project Assumptions:

- 1) All engagements will be either working offsite, through online meetings or in person.
- 2) Excluded from scope are data migration, custom reporting, security, compliance and integration consultation.
- 3) Training excludes training available through Training Courses and Videos at <https://docs.oracle.com/en/industries/construction-engineering>.
- 4) A “person day” is defined as one (1) resource working up to eight (8) hours per day.
- 5) Schedule for the Services to be provided to You shall be mutually agreed between You and Oracle.

### 3. Expenses

In addition to the fees set forth in Your order, You agree to reimburse Oracle for travel and out of pocket expenses related to providing any on-site Services. All expenses invoiced monthly hereunder are due and payable in accordance with the payment terms of Your order.

#### **4. Unused Services**

The Services must be used within three (3) months from Your order's signature date, unless otherwise stated in Your order ("Services Period"). Any Services not used within the Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused Services. You may not use the fees for any services other than the Services stated herein.

#### **5. Project Management**

You shall designate a project manager who shall be solely responsible for project management associated with this order and the direction of Services provided to You by Oracle under this order. Oracle shall provide Services under this order under the direction of such project manager, who shall make all decisions in connection with project management and direction of Services under this order.

# Oracle Conject Consulting Service – 5 Days

Part #B93577

## Description of Services

At Your direction, Oracle will provide You with five (5) person days listed in Your order for training and/or consultation services related to change management, utilization and adoption related to Your Oracle Conject instance (“Services”) as mutually agreed.

### 1. Your Obligations and Project Assumptions

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

#### A. Your Obligations:

- 1) Obtain Cloud Services under separate contract prior to the commencement of Services under this order and maintain such Cloud Services for the duration of the Services provided under this order.
- 2) Provide Oracle with full access to relevant functional, technical and business resources with adequate skills and knowledge to support the performance of Services.
- 3) Provide, for all Oracle resources performing Services at Your site, a safe and healthful workspace (e.g., a workspace that is free from recognized hazards that are causing, or likely to cause, death or serious physical harm, a workspace that has proper ventilation, sound levels acceptable for resources performing Services in the workspace, and ergonomically correct work stations, etc.)
- 4) Provide any notices, and obtain any consents, required for Oracle to perform Services.
- 5) Limit Oracle’s access to any production environments or shared development environments to the extent necessary for Oracle to perform Services.
- 6) If while performing Services Oracle requires access to other vendor’s products that are part of Your system, You will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on Your behalf.
- 7) Provide existing process flow and current way of managing the process.
- 8) Provide information regarding existing application usage, targeted users, processes and workflows, and technical infrastructure to the extent necessary for delivery of Services.

#### B. Project Assumptions:

- 1) All engagements will be either working offsite, through online meetings or in person.
- 2) Excluded from scope are data migration, custom reporting, security, compliance and integration consultation.
- 3) Training excludes training available through Training Courses and Videos at <https://docs.oracle.com/en/industries/construction-engineering/>.
- 4) A “person day” is defined as one (1) resource working up to eight (8) hours per day.
- 5) Schedule for the Services to be provided to You shall be mutually agreed between You and Oracle.

### 2. Expenses

In addition to the fees set forth in Your order, You agree to reimburse Oracle for travel and out of pocket expenses related to providing any on-site Services. All expenses invoiced monthly hereunder are due and payable in accordance with the payment terms of Your order.

### **3. Unused Services**

The Services must be used within three (3) months from Your order's signature date, unless otherwise stated in Your order ("Services Period"). Any Services not used within the Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused Services. You may not use the fees for any services other than the Services stated herein.

### **4. Project Management**

You shall designate a project manager who shall be solely responsible for project management associated with this order and the direction of Services provided to You by Oracle under this order. Oracle shall provide Services under this order under the direction of such project manager, who shall make all decisions in connection with project management and direction of Services under this order.

# Oracle Conject Consulting Service – 20 Days

Part #B93578

## 1. Description of Services

At Your direction, Oracle will provide You with twenty (20) person days listed in Your order for training and/or consultation services related to change management, utilization and adoption related to Your Oracle Conject instance (“Services”) as mutually agreed.

## 2. Your Obligations and Project Assumptions

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

### A. Your Obligations:

- 1) Obtain Cloud Services under separate contract prior to the commencement of Services under this order and maintain such Cloud Services for the duration of the Services provided under this order.
- 2) Provide Oracle with full access to relevant functional, technical and business resources with adequate skills and knowledge to support the performance of Services.
- 3) Provide, for all Oracle resources performing Services at Your site, a safe and healthful workspace (e.g., a workspace that is free from recognized hazards that are causing, or likely to cause, death or serious physical harm, a workspace that has proper ventilation, sound levels acceptable for resources performing Services in the workspace, and ergonomically correct work stations, etc.)
- 4) Provide any notices, and obtain any consents, required for Oracle to perform Services.
- 5) Limit Oracle’s access to any production environments or shared development environments to the extent necessary for Oracle to perform Services.
- 6) If while performing Services Oracle requires access to other vendor’s products that are part of Your system, You will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on Your behalf.
- 7) Provide existing process flow and current way of managing the process.
- 8) Provide information regarding existing application usage, targeted users, processes and workflows, and technical infrastructure to the extent necessary for delivery of Services.

### B. Project Assumptions:

- 1) All engagements will be either working offsite, through online meetings or in person.
- 2) Excluded from scope are data migration, custom reporting, security, compliance and integration consultation.
- 3) Training excludes training available through Training Courses and Videos at <https://docs.oracle.com/en/industries/construction-engineering/>.
- 4) A “person day” is defined as one (1) resource working up to eight (8) hours per day.
- 5) Schedule for the Services to be provided to You shall be mutually agreed between You and Oracle

## 3. Expenses

In addition to the fees set forth in Your order, You agree to reimburse Oracle for travel and out of pocket expenses related to providing any on-site Services. All expenses invoiced monthly hereunder are due and payable in accordance with the payment terms of Your order.

#### **4. Unused Services**

The Services must be used within six (6) months from Your order's signature date, unless otherwise stated in Your order ("Services Period") with 50% of Services to be used within the first three (3) months. Any Services not used within the Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused Services. You may not use the fees for any services other than the Services stated herein.

#### **5. Project Management**

You shall designate a project manager who shall be solely responsible for project management associated with this order and the direction of Services provided to You by Oracle under this order. Oracle shall provide Services under this order under the direction of such project manager, who shall make all decisions in connection with project management and direction of Services under this order.

# Oracle Conject Platform Control - Month

Part #B91622

## 1. Description of Services.

During the Term (as defined in Your order), at Your direction, Oracle will provide You with the quantity of Unit(s), each Unit is equal to 4 hours, per month specified in Your order for any of the following technical services related to Your Oracle Conject Project Management instance (“Services”). Services include the following:

### A. General Administration

- 1) Creation and modification of metadata categories and filters.
- 2) Plot service administration, including:
  - a) Implementation of service providers; and
  - b) Modification of templates and billing addresses.
  - c) Embedding and administrating webcams

### B. User Administration

- 1) Invitation and deactivation of Users.
- 2) Creation and modification of User groups.
- 3) Creation and modification of User roles.
- 4) Activation and cancellation of Users

### C. Folder/Document Administration

- 1) Modification of document and drawing keys.
- 2) Maintenance of the project folder structure including folder creation, metadata modification and deletion.
- 3) Creation and editing of dynamic folder structures.
- 4) Manage Dataroom default settings and authorizations, including User invitations and access rights.

### D. Drawing Management Administration

- 1) Adaption of drawing key.
- 2) Add and adapt category values.
- 3) Add and adapt indexes and drawing states.
- 4) Adaption of existing smartflows (drawing approval processes):
  - a) Add, modify and remove templates.
  - b) Add, and remove Users and deadlines.

Notwithstanding Oracle having technical administrative privileges to the Services in order to assist You and act upon Your instructions, You remain the Controller with regards to any data in Your Services.

## 2. Your Obligations and Project Assumptions.

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

#### A. Your Obligations

- 1) Obtain Cloud Services under separate contract prior to the commencement of Services under this order and maintain such Cloud Services for the duration of the Services provided under this order.
- 2) Provide Oracle with full access to relevant functional, technical and business resources with adequate skills and knowledge to support the performance of Services.
- 3) Provide any notices, and obtain any consents, required for Oracle to perform Services.
- 4) Limit Oracle's access to any production environments or shared development environments to the extent necessary for Oracle to perform Services.
- 5) If while performing Services Oracle requires access to other vendor's products that are part of Your system, You will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on Your behalf.
- 6) Provide information regarding existing application usage, targeted users, processes and workflows, and technical infrastructure to the extent necessary for delivery of Services.

#### B. Project Assumptions

- 1) The Services must be purchased for a minimum of three (3) consecutive months.
- 2) All engagements will be working offsite.

### 3. Expenses

In addition to the fees set forth in Your order, You agree to reimburse Oracle for travel and out of pocket expenses related to providing any on-site Services. All expenses invoiced monthly hereunder are due and payable in accordance with the payment terms of Your order.

### 4. Unused Services.

The maximum number of allowable Units per month identified in Your order must be used in that month. Any portion of the Services or Units not used that month will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused Services hours in that month. You may not use the fees for any services other than the Services stated herein.

### 5. Project Management.

You shall designate a project manager who shall be solely responsible for project management associated with this order and the direction of Services provided to You by Oracle under this order. Oracle shall provide Services under this order under the direction of such project manager, who shall make all decisions in connection with project management and direction of Services under this order.

## **ORACLE ACONEX ACCREDITED**

### **Oracle Aconex Accredited Associate**

Part #B91527

#### **Description of Services**

Provide You with access to one online Oracle Aconex Accredited Associate assessment.

### **Oracle Aconex Accredited Professional**

Part #B91528

#### **Description of Services**

Provide You with access to one online Oracle Aconex Accredited Professional assessment.

### **Oracle Aconex Accredited Specialist**

Part #B91529

#### **Description of Services**

Provide You with access to one online Oracle Aconex Accredited Specialist assessment.

# RETIRED SERVICE DESCRIPTIONS

## Oracle Aconex Consulting Service

Part #B91517

### 1. Description of Services

At Your direction, Oracle will provide You with the quantity of person days listed in Your order for assistance related to Your Oracle Aconex instance (“Services”).

### 2. Your Obligations and Project Assumptions

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

#### A. Your Obligations:

- 1) Obtain Cloud Services under separate contract prior to the commencement of Services under this order and maintain such Cloud Services for the duration of the Services provided under this order.
- 2) Provide Oracle with full access to relevant functional, technical and business resources with adequate skills and knowledge to support the performance of Services.
- 3) Provide, for all Oracle resources performing Services at Your site, a safe and healthful workspace (e.g., a workspace that is free from recognized hazards that are causing, or likely to cause, death or serious physical harm, a workspace that has proper ventilation, sound levels acceptable for resources performing Services in the workspace, and ergonomically correct work stations, etc.)
- 4) Provide any notices, and obtain any consents, required for Oracle to perform Services.
- 5) Limit Oracle’s access to any production environments or shared development environments to the extent necessary for Oracle to perform Services.
- 6) If while performing Services Oracle requires access to other vendor’s products that are part of Your system, You will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on Your behalf.
- 7) Provide existing process flow and current way of managing the process.
- 8) Provide information regarding existing application usage, targeted users, processes and workflows, and technical infrastructure to the extent necessary for delivery of Services.

#### B. Project Assumptions:

- 1) All engagements will be either working offsite, through online meetings or in person.
- 2) Excluded from scope are data migration, custom reporting, security, compliance and integration consultation.
- 3) A “person day” is defined as one (1) resource working up to eight (8) hours per day.
- 4) Schedule needs to be mutually agreed between You and Oracle but in no event will more than a total of twenty (20) person days be available in the last six (6) months of the Service Period.

### 3. Expenses

In addition to the fees set forth in Your order, You agree to reimburse Oracle for travel and out of pocket expenses related to providing any on-site Services. All expenses invoiced monthly hereunder are due and payable in accordance with the payment terms of Your order.

#### **4. Unused Services**

The Services must be used within six (6) months from Your order's signature date, unless otherwise stated in Your order ("Services Period"). Any Services not used within the Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused Services. You may not use the fees for any services other than the Services stated herein.

#### **5. Project Management**

You shall designate a project manager who shall be solely responsible for project management associated with this order and the direction of Services provided to You by Oracle under this order. Oracle shall provide Services under this order under the direction of such project manager, who shall make all decisions in connection with project management and direction of Services under this order.

# Oracle Conject Consulting Service

Part #B91621

## 1. Description of Services

At Your direction, Oracle will provide You with the quantity of person days listed in Your order for assistance related to Your Oracle Conject instance (“Services”).

## 2. Your Obligations and Project Assumptions

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

### A. Your Obligations:

- 1) Obtain Cloud Services under separate contract prior to the commencement of Services under this order and maintain such Cloud Services for the duration of the Services provided under this order.
- 2) Provide Oracle with full access to relevant functional, technical and business resources with adequate skills and knowledge to support the performance of Services.
- 3) Provide, for all Oracle resources performing Services at Your site, a safe and healthful workspace (e.g., a workspace that is free from recognized hazards that are causing, or likely to cause, death or serious physical harm, a workspace that has proper ventilation, sound levels acceptable for resources performing Services in the workspace, and ergonomically correct work stations, etc.)
- 4) Provide any notices, and obtain any consents, required for Oracle to perform Services.
- 5) Limit Oracle’s access to any production environments or shared development environments to the extent necessary for Oracle to perform Services.
- 6) If while performing Services Oracle requires access to other vendor’s products that are part of Your system, You will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on Your behalf.
- 7) Provide existing process flow and current way of managing the process.
- 8) Provide information regarding existing application usage, targeted users, processes and workflows, and technical infrastructure to the extent necessary for delivery of Services

### B. Project Assumptions:

- 1) All engagements will be either working offsite, through online meetings or in person.
- 2) Excluded from scope are data migration, custom reporting, security, compliance and integration consultation.
- 3) A “person day” is defined as one (1) resource working up to eight (8) hours per day.
- 4) Schedule needs to be mutually agreed between You and Oracle but in no event will more than a total of twenty (20) person days be available in the last six (6) months of the Service Period.

## 3. Expenses

In addition to the fees set forth in Your order, You agree to reimburse Oracle for travel and out of pocket expenses related to providing any on-site Services. All expenses invoiced monthly hereunder are due and payable in accordance with the payment terms of Your order.

#### **4. Unused Services**

The Services must be used within six (6) months from Your order's signature date, unless otherwise stated in Your order ("Services Period"). Any Services not used within the Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused Services. You may not use the fees for any services other than the Services stated herein.

#### **5. Project Management**

You shall designate a project manager who shall be solely responsible for project management associated with this order and the direction of Services provided to You by Oracle under this order. Oracle shall provide Services under this order under the direction of such project manager, who shall make all decisions in connection with project management and direction of Services under this order.

# Training and Consultation

Part #ACX204

## 1. Description of Services

Oracle will provide You with up to sixteen (16) hours of training and/or consultation services related to change management, utilization and/or adoption of Your Oracle Aconex or Oracle Conject instance (“Services”) as mutually agreed.

## 2. Your Obligations and Project Assumptions

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

### A. Your Obligations:

- 1) Obtain Cloud Services under separate contract prior to the commencement of Services under this order and maintain such Cloud Services for the duration of the Services provided under this order.
- 2) Provide Oracle with full access to relevant functional, technical and business resources with adequate skills and knowledge to support the performance of Services.
- 3) Provide, for all Oracle resources performing Services at Your site, a safe and healthful workspace (e.g., a workspace that is free from recognized hazards that are causing, or likely to cause, death or serious physical harm, a workspace that has proper ventilation, sound levels acceptable for resources performing Services in the workspace, and ergonomically correct work stations, etc.)
- 4) Provide any notices, and obtain any consents, required for Oracle to perform Services.
- 5) Limit Oracle’s access to any production environments or shared development environments to the extent necessary for Oracle to perform Services.
- 6) If while performing Services Oracle requires access to other vendor’s products that are part of Your system, You will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on Your behalf.
- 7) Provide information regarding existing application usage, targeted users, processes and workflows, and technical infrastructure to the extent necessary for delivery of Services

### B. Project Assumptions:

- 1) Training will be delivered either through online meetings or in person and excludes training available through Training Courses and Videos at <https://docs.oracle.com/en/industries/construction-engineering/>.
- 2) Excluded from scope are professional service offerings included in existing Oracle Aconex Professional Service Descriptions, data migration, security, compliance and integration consultation.

## 3. Expenses

In addition to the fees set forth in Your order, You agree to reimburse Oracle for travel and out of pocket expenses related to providing any on-site Services. All expenses invoiced monthly hereunder are due and payable in accordance with the payment terms of Your order.

## 4. Unused Services

The Services must be used within twelve (12) months from Your order's signature date, unless otherwise stated in Your order ("Services Period"). Any Services not used within the Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused Services. You may not use the fees for any services other than the Services stated herein.

## **5. Project Management**

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

# Setup Service

Part #ACX214

## 1. Description of Services

Oracle will provide You with up to sixteen (16) hours of Setup Services related to Your Oracle Aconex instance (“Services”). Such Services may include the following activities:

- A. Facilitate discussions to configure Your Project using one of Oracle Aconex's baseline configurations. These discussions may include review of:
  - 1) Settings for document fields, document values, mail types and mail settings (e.g. attributes, fields and rules)
  - 2) Baseline organization roles;
  - 3) Security settings under Project preferences;
  - 4) Workflow Review status (sets) requirements; and
  - 5) Project wide auto-numbering for document classification
  
- B. Provide a Project settings report documenting final agreed upon configuration.

## 2. Your Obligations and Project Assumptions

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

- A. Your Obligations:
  - 1) Obtain Cloud Services under separate contract prior to the commencement of Services under this order and maintain such Cloud Services for the duration of the Services provided under this order.
  - 2) Provide Oracle with full access to relevant functional, technical and business resources with adequate skills and knowledge to support the performance of Services.
  - 3) Provide, for all Oracle resources performing Services at Your site, a safe and healthful workspace (e.g., a workspace that is free from recognized hazards that are causing, or likely to cause, death or serious physical harm, a workspace that has proper ventilation, sound levels acceptable for resources performing Services in the workspace, and ergonomically correct work stations, etc.)
  - 4) Provide any notices, and obtain any consents, required for Oracle to perform Services.
  - 5) Limit Oracle’s access to any production environments or shared development environments to the extent necessary for Oracle to perform Services.
  - 6) If while performing Services Oracle requires access to other vendor’s products that are part of Your system, You will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on Your behalf.
  - 7) Provide information regarding existing application usage, targeted users, processes and workflows, and technical infrastructure to the extent necessary for delivery of Services.
  - 8) Gather information management policies, collaboration practices and procedures in preparation for the workshop referenced in the Description of Services
  
- B. Project Assumptions

All engagements will be either working offsite, through online meetings or in person.

### **3. Expenses**

In addition to the fees set forth in Your order, You agree to reimburse Oracle for travel and out of pocket expenses related to providing any on-site Services. All expenses invoiced monthly hereunder are due and payable in accordance with the payment terms of your order.

### **4. Unused Services**

The Services must be used within four (4) months from your order's signature date, unless otherwise stated in your order ("Services Period"). Any Services not used within the Services Period will be automatically forfeited by you, with no further action required of either party, and you will not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused Services. You may not use the fees for any services other than the Services stated herein.

### **5. Project Management**

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

# Implementation Builder 80

Part #ACX201

## 1. Description of Services

Oracle will provide You with up to eighty (80) hours of implementation services related to Your Oracle Aconex instance (“Services”). Such Services include the following:

### A. Facilitate a Process Discovery workshop to:

- 1) Assess current level of information management and collaboration usage,
- 2) Identify deficiencies, and
- 3) Identify process improvements.

### B. Provide a Process Assessment workshop of up to five (5) processes to:

- 1) Analyze Your existing process to determine the priority of automation,
- 2) Review current state of processes identified in the analysis,
- 3) Develop future state and document expected impact of identified changes to each process, and
- 4) Map processes to your Aconex instance.

### C. Provide a findings report defining actionable recommendations related to investment, maintenance or divesting of your current processes and workflows as identified in Sections 1.A and 1.B above

## 2. Your Obligations and Project Assumptions

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

### A. Your Obligations:

- 1) Obtain Cloud Services under separate contract prior to the commencement of Services under this order and maintain such Cloud Services for the duration of the Services provided under this order.
- 2) Provide Oracle with full access to relevant functional, technical and business resources with adequate skills and knowledge to support the performance of Services.
- 3) Provide, for all Oracle resources performing Services at Your site, a safe and healthful workspace (e.g., a workspace that is free from recognized hazards that are causing, or likely to cause, death or serious physical harm, a workspace that has proper ventilation, sound levels acceptable for resources performing Services in the workspace, and ergonomically correct work stations, etc.)
- 4) Provide any notices, and obtain any consents, required for Oracle to perform Services.
- 5) Limit Oracle’s access to any production environments or shared development environments to the extent necessary for Oracle to perform Services.
- 6) If while performing Services Oracle requires access to other vendor’s products that are part of Your system, You will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on Your behalf.
- 7) Provide information regarding existing application usage, targeted users, processes and workflows, and technical infrastructure to the extent necessary for delivery of Services.
- 8) Gather information management policies, collaboration practices and procedures in preparation for the workshop referenced in the Description of Services.

## B. Project Assumptions:

- 1) All engagements will be either working offsite, through online meetings or in person.
- 2) These Services are provided in conjunction with the implementation services outlined in Your Service Order.

### 3. Expenses

In addition to the fees set forth in Your order, You agree to reimburse Oracle for travel and out of pocket expenses related to providing any on-site Services. All expenses invoiced monthly hereunder are due and payable in accordance with the payment terms of your order.

### 4. Unused Services

The Services must be used within twelve (12) months from your order's signature date, unless otherwise stated in your order ("Services Period"). Any Services not used within the Services Period will be automatically forfeited by you, with no further action required of either party, and you will not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused Services. You may not use the fees for any services other than the Services stated herein.

### 5. Project Management

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

# Implementation Builder 160

Part #ACX202

## 1. Description of Services

Oracle will provide You with up to one hundred and sixty (160) hours of implementation services related to Your Oracle Aconex instance (“Services”). Such Services include the following:

### A. Facilitate a Process Discovery workshop to:

- 1) Assess current level of information management and collaboration usage,
- 2) Identify deficiencies, and
- 3) Identify process improvements.

### B. Provide a Process Assessment workshop of up to five (5) processes to:

- 1) Analyze Your existing process to determine the priority of automation,
- 2) Review current state of processes identified in the analysis,
- 3) Develop future state and document expected impact of identified changes to each process, and
- 4) Map processes to your Aconex instance.

### C. Provide a findings report defining actionable recommendations related to investment, maintenance or divesting of your current processes and workflows as identified in Sections 1.A and 1.B above.

### D. Provide training and/or consultation services related to change management, utilization and adoption of Your Oracle Aconex instance (“Services”) as mutually agreed.

### E. Provide a three (3) month milestone Project System Review to:

- 1) Review the existing project configuration, document metadata structure, use of transmittals and mail forms, permissions and roles (internal and external), and use of workflows.
- 2) Provide a findings report outlining the results of the review, including recommendations for improvement.

## 2. Your Obligations and Project Assumptions

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

### A. Your Obligations:

- 1) Obtain Cloud Services under separate contract prior to the commencement of Services under this order and maintain such Cloud Services for the duration of the Services provided under this order.
- 2) Provide Oracle with full access to relevant functional, technical and business resources with adequate skills and knowledge to support the performance of Services.
- 3) Provide, for all Oracle resources performing Services at Your site, a safe and healthful workspace (e.g., a workspace that is free from recognized hazards that are causing, or likely to cause, death or serious

- physical harm, a workspace that has proper ventilation, sound levels acceptable for resources performing Services in the workspace, and ergonomically correct work stations, etc.)
- 4) Provide any notices, and obtain any consents, required for Oracle to perform Services.
  - 5) Limit Oracle's access to any production environments or shared development environments to the extent necessary for Oracle to perform Services.
  - 6) If while performing Services Oracle requires access to other vendor's products that are part of Your system, You will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on Your behalf.
  - 7) Provide information regarding existing application usage, targeted users, processes and workflows, and technical infrastructure to the extent necessary for delivery of Services.
  - 8) Gather information management policies, collaboration practices and procedures in preparation for the workshop referenced in section Description of Services.

#### B. Project Assumptions:

- 1) All engagements will be either working offsite, through online meetings or in person.
- 2) These Services are provided in conjunction with the implementation services outlined in Your Service Order.
- 3) The Project System Review will take place three (3) months following the completion of findings report described in Section 1.C. above.

### 3. Expenses

In addition to the fees set forth in Your order, You agree to reimburse Oracle for travel and out of pocket expenses related to providing any on-site Services. All expenses invoiced monthly hereunder are due and payable in accordance with the payment terms of your order.

### 4. Unused Services

The Services must be used within twelve (12) months from your order's signature date, unless otherwise stated in your order ("Services Period"). Any Services not used within the Services Period will be automatically forfeited by you, with no further action required of either party, and you will not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused Services. You may not use the fees for any services other than the Services stated herein.

### 5. Project Management

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

# Implementation Builder 280

Part #ACX203

## 1. Description of Services

Oracle will provide You with up to two hundred and eighty (280) hours of implementation services related to Your Oracle Aconex instance (“Services”). Such Services include the following:

### A. Facilitate a Process Discovery workshop to

- 1) Assess current level of information management and collaboration usage,
- 2) Identify deficiencies, and
- 3) Identify process improvements.

### B. Provide a Process Assessment workshop of up to five (5) processes to:

- 1) Analyze Your existing process to determine the priority of automation,
- 2) Review current state of processes identified in the analysis,
- 3) Develop future state and document expected impact of identified changes to each process, and
- 4) Map processes to your Aconex instance.

### C. Provide a findings report defining actionable recommendations related to investment, maintenance or divesting of your current processes and workflows as identified in Sections 1.A and 1.B above.

### D. Template Development.

- 1) Facilitate a workshop for configuration assistance to setup up one (1) new template as a sub-template of Your standard template within Your Oracle Aconex instance that may include any of the following:
  - a) Configuration settings for document fields, document values, mail types and mail attributes,
  - b) Setup up project organization roles,
  - c) Review security settings under project preferences,
  - d) Setup Workflow Review status requirements,
  - e) Setup auto numbering for document classification, and/or
  - f) Setup existing mail forms
- 2) Provide a Project Settings Report for the new template.

### E. Provide training and/or consultation services related to change management, utilization and adoption of Your Oracle Aconex instance (“Services”) as mutually agreed.

### F. Provide a three (3) month milestone Project System Review to:

- 1) Review the existing project configuration, document metadata structure, use of transmittals and mail forms, permissions and roles (internal and external), and use of workflows.
- 2) Provide a findings report outlining the results of the review, including recommendations for improvement.

## 2. Your Obligations and Project Assumptions

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

### A. Your Obligations:

- 1) Obtain Cloud Services under separate contract prior to the commencement of Services under this order and maintain such Cloud Services for the duration of the Services provided under this order.
- 2) Provide Oracle with full access to relevant functional, technical and business resources with adequate skills and knowledge to support the performance of Services.
- 3) Provide, for all Oracle resources performing Services at Your site, a safe and healthful workspace (e.g., a workspace that is free from recognized hazards that are causing, or likely to cause, death or serious physical harm, a workspace that has proper ventilation, sound levels acceptable for resources performing Services in the workspace, and ergonomically correct work stations, etc.)
- 4) Provide any notices, and obtain any consents, required for Oracle to perform Services.
- 5) Limit Oracle's access to any production environments or shared development environments to the extent necessary for Oracle to perform Services.
- 6) If while performing Services Oracle requires access to other vendor's products that are part of Your system, You will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on Your behalf.
- 7) Provide information regarding existing application usage, targeted users, processes and workflows, and technical infrastructure to the extent necessary for delivery of Services.
- 8) Gather information management policies, collaboration practices and procedures in preparation for the workshop referenced in section 1.A Description of Services.

### B. Project Assumptions:

- 1) All engagements will be either working offsite, through online meetings or in person.
- 2) These Services are provided in conjunction with the implementation services outlined in Your Service Order.
- 3) The Project System Review will take place three (3) months following the completion of findings report described in Section 1.C above.

## 3. Expenses

In addition to the fees set forth in Your order, You agree to reimburse Oracle for travel and out of pocket expenses related to providing any on-site Services. All expenses invoiced monthly hereunder are due and payable in accordance with the payment terms of your order.

## 4. Unused Services

The Services must be used within twelve (12) months from your order's signature date, unless otherwise stated in your order ("Services Period"). Any Services not used within the Services Period will be automatically forfeited by you, with no further action required of either party, and you will not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused Services. You may not use the fees for any services other than the Services stated herein.

## 5. Project Management

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

# Consulting Days

Part #ACX205

## 1. Description of Services

At Your direction, Oracle will provide You with the quantity of person days listed in Your order for assistance related to Your Oracle Aconex or Oracle Conject instance (“Services”).

## 2. Your Obligations and Project Assumptions

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

### A. Your Obligations:

- 1) Obtain Cloud Services under separate contract prior to the commencement of Services under this order and maintain such Cloud Services for the duration of the Services provided under this order.
- 2) Provide Oracle with full access to relevant functional, technical and business resources with adequate skills and knowledge to support the performance of Services.
- 3) Provide, for all Oracle resources performing Services at Your site, a safe and healthful workspace (e.g., a workspace that is free from recognized hazards that are causing, or likely to cause, death or serious physical harm, a workspace that has proper ventilation, sound levels acceptable for resources performing Services in the workspace, and ergonomically correct work stations, etc.)
- 4) Provide any notices, and obtain any consents, required for Oracle to perform Services.
- 5) Limit Oracle’s access to any production environments or shared development environments to the extent necessary for Oracle to perform Services.
- 6) If while performing Services Oracle requires access to other vendor’s products that are part of Your system, You will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on Your behalf.
- 7) Provide existing process flow and current way of managing the process.
- 8) Provide information regarding existing application usage, targeted users, processes and workflows, and technical infrastructure to the extent necessary for delivery of Services.

### B. Project Assumptions:

- 1) All engagements will be either working offsite, through online meetings or in person.
- 2) Excluded from scope are data migration, custom reporting, security, compliance and integration consultation.
- 3) A “person day” is defined as one (1) resource working up to eight (8) hours per day.
- 4) Schedule needs to be mutually agreed between You and Oracle but in no event will more than a total of twenty (20) person days be available in the last six (6) months of the Service Period.

## 3. Expenses

In addition to the fees set forth in Your order, You agree to reimburse Oracle for travel and out of pocket expenses related to providing any on-site Services. All expenses invoiced monthly hereunder are due and payable in accordance with the payment terms of Your order.

#### **4. Unused Services**

The Services must be used within twelve (12) months from Your order's signature date, unless otherwise stated in Your order ("Services Period"). Any Services not used within the Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused Services. You may not use the fees for any services other than the Services stated herein.

#### **5. Project Management**

You shall designate a project manager who shall be solely responsible for project management associated with this order and the direction of Services provided to You by Oracle under this order. Oracle shall provide Services under this order under the direction of such project manager, who shall make all decisions in connection with project management and direction of Services under this order.

# Library Processes

Part #ACX206

## 1. Description of Services

Oracle will provide You with up to eight (8) hours of consulting and configuration assistance related to Your Oracle Aconex instance (“Services”). Services will include the following:

- A. Review a selected process from the standard library for application to Your Oracle Aconex instance (“Selected Process”).
- B. Setup Selected Process from the standard library.
- C. Create a procedure diagram for the Selected Process.

## 2. Your Obligations and Project Assumptions

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

### A. Your Obligations:

- 1) Obtain Cloud Services under separate contract prior to the commencement of Services under this order and maintain such Cloud Services for the duration of the Services provided under this order.
- 2) Provide Oracle with full access to relevant functional, technical and business resources with adequate skills and knowledge to support the performance of Services.
- 3) Provide, for all Oracle resources performing Services at Your site, a safe and healthful workspace (e.g., a workspace that is free from recognized hazards that are causing, or likely to cause, death or serious physical harm, a workspace that has proper ventilation, sound levels acceptable for resources performing Services in the workspace, and ergonomically correct work stations, etc.)
- 4) Provide any notices, and obtain any consents, required for Oracle to perform Services.
- 5) Limit Oracle’s access to any production environments or shared development environments to the extent necessary for Oracle to perform Services.
- 6) If while performing Services Oracle requires access to other vendor’s products that are part of Your system, You will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on Your behalf.
- 7) Identify one (1) process to be setup from the list of standard library processes available at <https://help.aconex.com/aconex-implementation/common-processes>.
- 8) Provide existing process flow and current way of managing the process.
- 9) Provide information regarding existing application usage, targeted users, processes and workflows, and technical infrastructure to the extent necessary for delivery of Services.

### B. Project Assumptions:

All engagements will be either working offsite, through online meetings or in person.

## 3. Expenses

In addition to the fees set forth in Your order, You agree to reimburse Oracle for travel and out of pocket expenses related to providing any on-site Services. All expenses invoiced monthly hereunder are due and payable in accordance with the payment terms of Your order.

#### **4. Unused Services**

The Services must be used within twelve (12) months from Your order's signature date, unless otherwise stated in Your order ("Services Period"). Any Services not used within the Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused Services. You may not use the fees for any services other than the Services stated herein.

#### **5. Project Management**

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

# Template Development

Part #ACX207

## 1. Description of Services

Oracle will provide You with up to twenty-four (24) hours of configuration assistance to setup up to one (1) template within a single standardized project within Your Oracle Aconex instance (“Services”). Services will include the following:

- A. Facilitate a workshop to identify and document a standard project template that may include any of the following:
  - 1) Configuration settings for document fields, document values, mail types and mail attributes,
  - 2) Project organization roles,
  - 3) Security settings under project preferences,
  - 4) Workflow Review status requirements,
  - 5) Auto numbering for document classification, and
  - 6) Existing mail forms.
  
- B. Provide documented standard project template to You.

## 2. Your Obligations and Project Assumptions

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

### A. Your Obligations:

- 1) Obtain Cloud Services under separate contract prior to the commencement of Services under this order and maintain such Cloud Services for the duration of the Services provided under this order.
- 2) Provide Oracle with full access to relevant functional, technical and business resources with adequate skills and knowledge to support the performance of Services.
- 3) Provide, for all Oracle resources performing Services at Your site, a safe and healthful workspace (e.g., a workspace that is free from recognized hazards that are causing, or likely to cause, death or serious physical harm, a workspace that has proper ventilation, sound levels acceptable for resources performing Services in the workspace, and ergonomically correct work stations, etc.)
- 4) Provide any notices, and obtain any consents, required for Oracle to perform Services.
- 5) Limit Oracle’s access to any production environments or shared development environments to the extent necessary for Oracle to perform Services.
- 6) If while performing Services Oracle requires access to other vendor’s products that are part of Your system, You will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on Your behalf.
- 7) Provide information regarding existing application usage, targeted users, processes and workflows, and technical infrastructure to the extent necessary for delivery of Services.
- 8) Gather information management policies, collaboration practices and procedures in preparation for the workshop referenced in Description of Services above.

### B. Project Assumptions:

- 1) Mail form setup must be in current use on an existing Oracle Aconex project.

2) All engagements will be either working offsite, through online meetings or in person.

### **3. Expenses**

In addition to the fees set forth in Your order, You agree to reimburse Oracle for travel and out of pocket expenses related to providing any on-site Services. All expenses invoiced monthly hereunder are due and payable in accordance with the payment terms of Your order.

### **4. Unused Services**

The Services must be used within twelve (12) months from Your order's signature date, unless otherwise stated in Your order ("Services Period"). Any Services not used within the Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused Services. You may not use the fees for any services other than the Services stated herein.

### **5. Project Management**

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

# Workflows

Part #ACX208

## 1. Description of Services

Oracle will provide You with up to eight (8) hours of training associated with the configuration, and administration of Workflow processes in Your Oracle Aconex instance (“Services”). Services will include:

### A. Providing an overview of:

- 1) User Roles setup, and
- 2) Project Setting Document Review Sets

### B. Providing training on how to:

- 1) Map a process,
- 2) Initiate a Workflow, and
- 3) Receive and review documentation.

## 2. Your Obligations and Project Assumptions

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

### A. Your Obligations:

- 1) Obtain Cloud Services under separate contract prior to the commencement of Services under this order and maintain such Cloud Services for the duration of the Services provided under this order.
- 2) Provide Oracle with full access to relevant functional, technical and business resources with adequate skills and knowledge to support the performance of Services.
- 3) Provide, for all Oracle resources performing Services at Your site, a safe and healthful workspace (e.g., a workspace that is free from recognized hazards that are causing, or likely to cause, death or serious physical harm, a workspace that has proper ventilation, sound levels acceptable for resources performing Services in the workspace, and ergonomically correct work stations, etc.)
- 4) Provide any notices, and obtain any consents, required for Oracle to perform Services.
- 5) Limit Oracle’s access to any production environments or shared development environments to the extent necessary for Oracle to perform Services.
- 6) If while performing Services Oracle requires access to other vendor’s products that are part of Your system, You will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on Your behalf.
- 7) Provide information regarding existing application usage, targeted users, processes and workflows, and technical infrastructure to the extent necessary for delivery of Services.
- 8) Complete the Workflow Participants webinar prior to the commencement of Services.

### B. Project Assumptions:

- 1) All engagements will be either working offsite, through online meetings or in person.
- 2) Oracle standard templates and documents will be utilized.

### **3. Expenses**

In addition to the fees set forth in Your order, You agree to reimburse Oracle for travel and out of pocket expenses related to providing any on-site Services. All expenses invoiced monthly hereunder are due and payable in accordance with the payment terms of Your order.

### **4. Unused Services**

The Services must be used within twelve (12) months from Your order's signature date, unless otherwise stated in Your order ("Services Period"). Any Services not used within the Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused Services. You may not use the fees for any services other than the Services stated herein.

### **5. Project Management**

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

# Process Discovery

Part #ACX209

## 1. Description of Services

Oracle will provide You with up to twenty-four (24) hours of process discovery consultation related to Your Oracle Aconex instance (“Services”). Services will include the following:

### A. Facilitate a workshop to:

- 1) Assess current level of information management and collaboration usage,
- 2) Identify deficiencies, and
- 3) Identify process improvements.

### B. Provide a findings report defining actionable recommendations related to investment, maintenance or divesting of Your current processes and workflows.

## 2. Your Obligations and Project Assumptions

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

### A. Your Obligations:

- 1) Obtain Cloud Services under separate contract prior to the commencement of Services under this order and maintain such Cloud Services for the duration of the Services provided under this order.
- 2) Provide Oracle with full access to relevant functional, technical and business resources with adequate skills and knowledge to support the performance of Services.
- 3) Provide, for all Oracle resources performing Services at Your site, a safe and healthful workspace (e.g., a workspace that is free from recognized hazards that are causing, or likely to cause, death or serious physical harm, a workspace that has proper ventilation, sound levels acceptable for resources performing Services in the workspace, and ergonomically correct work stations, etc.)
- 4) Provide any notices, and obtain any consents, required for Oracle to perform Services.
- 5) Limit Oracle’s access to any production environments or shared development environments to the extent necessary for Oracle to perform Services.
- 6) If while performing Services Oracle requires access to other vendor’s products that are part of Your system, You will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on Your behalf.
- 7) Provide information regarding existing application usage, targeted users, processes and workflows, and technical infrastructure to the extent necessary for delivery of Services.
- 8) Gather information management policies, collaboration practices and procedures in preparation for the workshop referenced in Description of Services above.

### B. Project Assumptions:

All engagements will be either working offsite, through online meetings or in person.

## 3. Expenses

In addition to the fees set forth in Your order, You agree to reimburse Oracle for travel and out of pocket expenses related to providing any on-site Services. All expenses invoiced monthly hereunder are due and payable in accordance with the payment terms of Your order.

#### **4. Unused Services**

The Services must be used within twelve (12) months from Your order's signature date, unless otherwise stated in Your order ("Services Period"). Any Services not used within the Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused Services. You may not use the fees for any services other than the Services stated herein.

#### **5. Project Management**

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

# Process Assessment

Part #ACX210

## 1. Description of Services

Oracle will provide You with up to fifty-six (56) hours of process assessment consultation to map up to five (5) processes to Your Oracle Aconex instance (“Services”). Services will include the following:

- 1) Analyze Your existing process to determine the priority of automation.
- 2) Review current state of processes identified in the analysis.
- 3) Develop future state and document expected impact of identified changes to each process.
- 4) Map processes to your Aconex instance.
- 5) Provide a findings report documenting process prioritization, current state, and expected impacts of mapped processes.

## 2. Your Obligations and Project Assumptions

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

### A. Your Obligations:

- 1) Obtain Cloud Services under separate contract prior to the commencement of Services under this order and maintain such Cloud Services for the duration of the Services provided under this order.
- 2) Provide Oracle with full access to relevant functional, technical and business resources with adequate skills and knowledge to support the performance of Services.
- 3) Provide, for all Oracle resources performing Services at Your site, a safe and healthful workspace (e.g., a workspace that is free from recognized hazards that are causing, or likely to cause, death or serious physical harm, a workspace that has proper ventilation, sound levels acceptable for resources performing Services in the workspace, and ergonomically correct work stations, etc.)
- 4) Provide any notices, and obtain any consents, required for Oracle to perform Services.
- 5) Limit Oracle’s access to any production environments or shared development environments to the extent necessary for Oracle to perform Services.
- 6) If while performing Services Oracle requires access to other vendor’s products that are part of Your system, You will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on Your behalf.
- 7) Provide information regarding existing application usage, targeted users, processes and workflows, and technical infrastructure to the extent necessary for delivery of Services.
- 8) Gather information management policies, collaboration practices and procedures in preparation for the workshop referenced in Description of Services above.

### B. Project Assumptions:

All engagements will be either working offsite, through online meetings or in person.

## 3. Expenses

In addition to the fees set forth in Your order, You agree to reimburse Oracle for travel and out of pocket expenses related to providing any on-site Services. All expenses invoiced monthly hereunder are due and payable in accordance with the payment terms of Your order.

#### **4. Unused Services**

The Services must be used within twelve (12) months from Your order's signature date, unless otherwise stated in Your order ("Services Period"). Any Services not used within the Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused Services. You may not use the fees for any services other than the Services stated herein.

#### **5. Project Management**

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

# Connected Cost

Part #ACX211

## 1. Description of Services

Oracle will provide You with up to one hundred twenty (120) hours of consulting and configuration assistance to setup up to one (1) Connected Cost project in Your Oracle Aconex instance (“Services”). Services may include any of the following:

### A. Host a kick off call to:

- 1) Review Your Oracle Aconex instance,
- 2) Present the standard configuration documentation,
- 3) Schedule Services activities, and
- 4) Identify the implementation team.

### B. Lead up to two (2) remote planning workshops each up to four (4) hours in duration to identify and prepare a requirements document outlining the following:

- 1) Configuration settings,
- 2) Roles,
- 3) Organizational Breakdown Structure (“OBS”),
- 4) Connected Cost Work Breakdown Structure (“WBS”),
- 5) Reporting requirements,
- 6) Requirements for Tags, and
- 7) Financial rules and methods (e.g. rules of credit, budgeting, currency, project setup).

### C. Provide requirements document for Your review and approval.

### D. Setup or import the following based on the requirements document:

- 1) Setup security profiles.
- 2) Create users and add users to project.
- 3) Assign users to OBS elements and create responsibility assignments.
- 4) Define project calendar and create reporting periods.
- 5) Setup Control Element Categories
- 6) Setup Distribution Curves and Rules of Credit templates.
- 7) Tag categories and configure Tags.
- 8) Activate project in Connected Cost and set one (1) project base currency.
- 9) Create WBS, including Coding Structure and Control Elements.
- 10) Import templates, estimate and schedule data from Primavera P6 if applicable.
- 11) Create up to five (5) project reports and up to two (2) organization reports using Report Builder or by editing standard reports.

### E. Review project settings with You and amend the requirements document as mutually agreed.

### F. Provide the following training:

- 1) One (1) online Connected Cost user session for existing Oracle Aconex users.
- 2) One (1) online Connected Cost administration training for existing Oracle Aconex administrators.

G. Verify reporting cycle after one-month end and review the results with You.

## 2. Your Obligations and Project Assumptions

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

### A. Your Obligations:

- 1) Obtain Cloud Services under separate contract prior to the commencement of Services under this order and maintain such Cloud Services for the duration of the Services provided under this order.
- 2) Provide Oracle with full access to relevant functional, technical, and business resources with adequate skills and knowledge to support the performance of Services.
- 3) Provide, for all Oracle resources performing Services at Your site, a safe and healthful workspace (e.g., a workspace that is free from recognized hazards that are causing, or likely to cause, death or serious physical harm, a workspace that has proper ventilation, sound levels acceptable for resources performing Services in the workspace, and ergonomically correct work stations, etc.)
- 4) Provide any notices, and obtain any consents, required for Oracle to perform Services.
- 5) Limit Oracle's access to any production environments or shared development environments to the extent necessary for Oracle to perform Services.
- 6) If while performing Services Oracle requires access to other vendor's products that are part of Your system, You will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on Your behalf.
- 7) Review and approve, within three (3) business days, the requirements document.
- 8) Provide information regarding existing application usage, targeted users, data, processes and workflows, and technical infrastructure to the extent necessary for delivery of Services.

### B. Project Assumptions:

- 1) System configuration will not begin until documented requirements have been approved.
- 2) Connect Cost setup is based on the default Oracle Aconex configuration template. If You have a previously configured template it may be used if identified to Oracle.
- 3) While this engagement may identify requirements for integration of Oracle to other systems, the integration effort is not included in the Services. If integration services from Oracle are needed, they may be contracted separately.
- 4) All engagements will be either working offsite, through online meetings or in person.
- 5) Training utilizes standard training modules without customization.
- 6) The level of effort is based on the tasks identified. Oracle may revise the level of effort for this engagement following the kickoff, based on complexity and duration of the assessment. This revised level of resourcing and associated additional fee is subject to Your prior approval.

## 3. Expenses

In addition to the fees set forth in Your order, You agree to reimburse Oracle for travel and out of pocket expenses related to providing any on-site Services. All expenses invoiced monthly hereunder are due and payable in accordance with the payment terms of Your order.

## 4. Unused Services

The Services must be used within twelve (12) months from Your order's signature date, unless otherwise stated in Your order ("Services Period"). Any Services not used within the Services Period will be automatically forfeited by You, with no further action required of either party, and You will

not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused Services. You may not use the fees for any services other than the Services stated herein.

# Process Mapping

Part #ACX212

## 1. Description of Services

Oracle will provide You with up to sixteen (16) hours of process mapping consultation related to Your Oracle Aconex instance (“Services”). Services will include:

- 1) Facilitate a discussion to understand Your existing process(es) and map them to Your Aconex instance.
- 2) Provide documentation of the process(es).

## 2. Your Obligations and Project Assumptions

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

### A. Your Obligations:

- 1) Obtain Cloud Services under separate contract prior to the commencement of Services under this order and maintain such Cloud Services for the duration of the Services provided under this order.
- 2) Provide Oracle with full access to relevant functional, technical and business resources with adequate skills and knowledge to support the performance of Services.
- 3) Provide, for all Oracle resources performing Services at Your site, a safe and healthful workspace (e.g., a workspace that is free from recognized hazards that are causing, or likely to cause, death or serious physical harm, a workspace that has proper ventilation, sound levels acceptable for resources performing Services in the workspace, and ergonomically correct work stations, etc.)
- 4) Provide any notices, and obtain any consents, required for Oracle to perform Services.
- 5) Limit Oracle’s access to any production environments or shared development environments to the extent necessary for Oracle to perform Services.
- 6) If while performing Services Oracle requires access to other vendor’s products that are part of Your system, You will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on Your behalf.
- 7) Provide existing process flow and current way of managing the process.
- 8) Provide information regarding existing application usage, targeted users, processes and workflows, and technical infrastructure to the extent necessary for delivery of Services.

### B. Project Assumptions:

All engagements will be either working offsite, through online meetings or in person.

## 3. Expenses

In addition to the fees set forth in Your order, You agree to reimburse Oracle for travel and out of pocket expenses related to providing any on-site Services. All expenses invoiced monthly hereunder are due and payable in accordance with the payment terms of Your order.

## 4. Unused Services

The Services must be used within twelve (12) months from Your order's signature date, unless otherwise stated in Your order ("Services Period"). Any Services not used within the Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused Services. You may not use the fees for any services other than the Services stated herein.

## **5. Project Management**

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

# Technical Services

## Part #ACX213

### 1. Description of Services.

At Your direction, Oracle will provide You with the quantity of person days listed in Your order for technical services related to Your Oracle Aconex instance (“Services”). Such Services may include the following:

- A. Assistance performing system administration tasks in bulk.
- B. Provide event logs and reports for action tracking.
- C. Provide Project-wide corrections of metadata under project settings based on instructions received from You.

### 2. Your Obligations and Project Assumptions.

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

#### A. Your Obligations:

- 1) Obtain Cloud Services under separate contract prior to the commencement of Services under this order and maintain such Cloud Services for the duration of the Services provided under this order.
- 2) Provide Oracle with full access to relevant functional, technical and business resources with adequate skills and knowledge to support the performance of Services.
- 3) Provide, for all Oracle resources performing Services at Your site, a safe and healthful workspace (e.g., a workspace that is free from recognized hazards that are causing, or likely to cause, death or serious physical harm, a workspace that has proper ventilation, sound levels acceptable for resources performing Services in the workspace, and ergonomically correct work stations, etc.)
- 4) Provide any notices, and obtain any consents, required for Oracle to perform Services.
- 5) Limit Oracle’s access to any production environments or shared development environments to the extent necessary for Oracle to perform Services.
- 6) If while performing Services Oracle requires access to other vendor’s products that are part of Your system, You will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on Your behalf.
- 7) Provide information regarding existing application usage, targeted users, processes, and technical infrastructure to the extent necessary for delivery of Services.

#### B. Project Assumptions:

- 1) A “person day” is defined as one (1) resource working up to eight (8) hours per day.
- 2) All services will be provided remotely.

### 3. Unused Services.

The Services must be used within twelve (12) months from Your order’s signature date, unless otherwise stated in Your order (“Professional Services Period”). Any Services not used within the Professional Services Period will be automatically forfeited by You, with no further action required of

either party, and You will not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused Services. You may not use the fees for any services other than the Services stated herein.

#### **4. Primary Point of Contact.**

You agree to designate a primary contact who will work together with Oracle to facilitate an efficient delivery of Services.

# Conject Platform Control

Part #ACX215

## 1. Description of Services.

During the Term (as defined in Your order), at Your direction, Oracle will provide You with the quantity of Unit(s), each Unit is equal to 4 hours, per month specified in Your order for any of the following technical services related to Your Oracle Conject Project Management instance (“Services”). Services include the following:

### A. General Administration

- 1) Creation and modification of metadata categories and filters.
- 2) Plot service administration, including:
  - a) Implementation of service providers; and
  - b) Modification of templates and billing addresses.
- 3) Embedding and administrating webcams

### B. User Administration

- 1) Invitation and deactivation of Users.
- 2) Creation and modification of User groups.
- 3) Creation and modification of User roles.
- 4) Activation and cancellation of Users.

### C. Folder/Document Administration

- 1) Modification of document and drawing keys.
- 2) Maintenance of the project folder structure including folder creation, metadata modification and deletion.
- 3) Creation and editing of dynamic folder structures.
- 4) Manage Dataroom default settings and authorizations, including User invitations and access rights.

### D. Drawing Management Administration

- 1) Adaption of drawing key.
- 2) Add and adapt category values.
- 3) Add and adapt indexes and drawing states.
- 4) Adaption of existing smartflows (drawing approval processes):
  - a) Add, modify and remove templates.
  - b) Add, and remove Users and deadlines.

Notwithstanding Oracle having technical administrative privileges to the Services in order to assist You and act upon Your instructions, You remain the Controller with regards to any data in Your Services.

## 2. Your Obligations and Project Assumptions.

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

### A. Your Obligations:

- 1) Obtain Cloud Services under separate contract prior to the commencement of Services under this order and maintain such Cloud Services for the duration of the Services provided under this order.
- 2) Provide Oracle with full access to relevant functional, technical and business resources with adequate skills and knowledge to support the performance of Services.
- 3) Provide any notices, and obtain any consents, required for Oracle to perform Services.
- 4) Limit Oracle's access to any production environments or shared development environments to the extent necessary for Oracle to perform Services.
- 5) If while performing Services Oracle requires access to other vendor's products that are part of Your system, You will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on Your behalf.
- 6) Provide information regarding existing application usage, targeted users, processes and workflows, and technical infrastructure to the extent necessary for delivery of Services.

### B. Project Assumptions:

- 1) The Services must be purchased for a minimum of three (3) consecutive months.
- 2) All engagements will be working offsite.

## 3. Expenses

In addition to the fees set forth in Your order, You agree to reimburse Oracle for travel and out of pocket expenses related to providing any on-site Services. All expenses invoiced monthly hereunder are due and payable in accordance with the payment terms of Your order.

## 4. Unused Services.

The maximum number of allowable Units per month identified in Your order must be used in that month. Any portion of the Services or Units not used that month will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused Services hours in that month. You may not use the fees for any services other than the Services stated herein.

## 5. Project Management.

You shall designate a project manager who shall be solely responsible for project management associated with this order and the direction of Services provided to You by Oracle under this order. Oracle shall provide Services under this order under the direction of such project manager, who shall make all decisions in connection with project management and direction of Services under this order.