



TERMS OF USE

PLEASE CAREFULLY READ THESE TERMS OF USE IN THEIR ENTIRETY. IF YOU DO NOT ACCEPT THESE TERMS OF USE, YOU MUST NOT USE THE SITE. BY USING THE SITE, YOU ARE AGREEING TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. The term "You" shall mean the end user and the end user's company identified below.

1. License Grant

Subject to the terms and conditions set forth in this Terms of Use, Oracle America, Inc. ("Oracle") hereby grants You a non-exclusive, non-transferable, limited right and license to access and use its computer programs over the Internet through the website www.submittalexchange.com (the "Site") for the sole purpose of transmitting, reviewing, tracking and archiving construction submittals, closeout documents and other design and construction correspondence, documents and files for the Project(s) (the "Service"). As used herein, a "Project" is any project that has been registered with Oracle in connection with a Subscriber's account for which You have been identified as a project team member (a "User"). All rights not expressly granted to a User are reserved by Oracle.

2. Use of the Site

2.1 User Accounts

2.1.1 *Subscribers and Users.* In accessing the Site and Services, You are one of two types of user, either a "Subscriber" or an "Associate." A "Subscriber" has or will execute a separate Software License Agreement with Oracle that will govern, among other things, Subscriber's account with Oracle, the Project(s), and the fee and payment schedule for use of the Service. "Associates" are those users who Subscriber identifies as either working with, or potentially working with, Subscriber on one or more Projects, as an employee, a consultant, a subcontractor, a client, an associate or otherwise, and who require access to the Service. These Terms and Conditions apply equally to both Subscribers and Associates, both of whom are referred to herein as "Users."

2.1.2 *User Access.* Upon acceptance of these Terms of Use and prior to accessing the Site, You shall be issued a User account and assigned a User-unique username and password. Access to the Site is accomplished through the use of Your username and password. Your username and password should be kept strictly confidential to prevent unauthorized use. You are responsible for safeguarding and maintaining the secrecy of your username and password at all times. You agree to notify Oracle promptly of any unauthorized use of your username and password. You will remain liable for any use of the Site and/or Service unless and until you notify Oracle of the unauthorized use of your username and password. Oracle may suspend Your account and/or terminate Your use of the Site and Service in Oracle's sole discretion, for any reason, and without notice to You.

2.1.3 *User Information.* "User Information" is information that may be used to identify You and may include your name, company information, position with employer, address, telephone number, facsimile number, e-mail address, date of birth, billing address, as well as payment information if applicable. If any information provided by you is untrue, inaccurate, not current, or incomplete, Oracle has the right to terminate Your account and refuse to provide You with use of the Service and/or Site. You freely release all User Information and give Submittal Exchange permission to verify any and all information given now or at any time in the future. You agree that Oracle's use and disclosure of your User Information in accordance with the terms of these Terms of Use does not infringe your right of privacy or publicity or any other right. You understand that Oracle does not routinely perform background checks on Users and assumes no liability for the accuracy of User Information provided.

2.2 Use Restrictions

2.2.1 Use by Competitors. Unless You obtain Oracle's prior written consent, You may not gain access to or obtain a right to use the Service, and the grant of the rights hereunder and these Terms of Use shall automatically terminate, if You, directly or indirectly, own, manage, participate or otherwise engage in or have any connection with (as an employee, representative, agent or otherwise) any business in the United States or any other foreign country with an entity that provides any product or service that is similar to those provided by Oracle. In addition, You may not gain access to or obtain a right to use the Service and the grant of the rights hereunder and these Terms of Use shall automatically terminate, if You are using the Service for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes.

2.2.2 Exploitation of the Site/Service. Except as otherwise expressly authorized herein, You shall not (a) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party or use the Service for third party training, commercial time sharing, rental or service bureau use in any way; (b) modify, copy, distribute, transmit, display, reproduce, disassemble, decompile, reverse engineer, or make derivative works based upon any portion of the Site or Service; (c) create Internet "links" to the Site or "frame" or "mirror" any portion of the Site or Service on any other server or wireless or Internet-based device; or (d) access the Service or Site in order to (i) build a competitive product or service, (ii) build a product using similar ideas, features, functions or graphics of the Service, or (iii) copy any ideas, features, functions or graphics of the Service or Site.

2.2.3 Limitation of Use. You may use the Service only for Your internal business purposes and correspondence, documents and files related to the Project(s) You have been authorized to access. You shall not use the Service for any other purposes or projects not expressly authorized by Oracle. You shall not take any action or make any attempt to interfere with or disrupt the integrity or performance of the Service, Site or the data contained therein.

2.3 User Conduct

2.3.1 Applicable Laws. You agree to abide by all applicable international, federal, state and local laws and regulations in your use of this Site.

2.3.2 Secured Areas of Site. You shall not access or attempt to access password protected, secure, or non-public areas of the Site, except with the authorization of Oracle. Oracle has no obligation to monitor the Site; however, you acknowledge and agree that Oracle has the right to monitor the Site electronically from time to time and to disclose any information as necessary or appropriate to satisfy any law, regulation, or other governmental request, to operate the Site properly, or to protect itself or others.

2.3.3 User Responsibility. You shall be solely responsible for your actions and the contents of your transmissions to the Site. You shall not transmit any materials or information to this Site that infringes on any copyright or other proprietary rights of any other person. You shall not impersonate any person or entity or falsely state or otherwise misrepresent your identity or affiliation with a person or entity. You shall not post or use the Site to transmit: (a) any unlawful, fraudulent, libelous, defamatory, obscene, pornographic, profane, threatening, abusive, or otherwise objectionable information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national or foreign law; (b) any advertisements, solicitations, chain letters, pyramid schemes, investment opportunities or schemes or other unsolicited commercial or non-commercial communication except as otherwise expressly permitted by Oracle; or (c) any information or software which contains a virus, Trojan horse, worm, malware or other harmful component.

3. Ownership

3.1 *Site and Service.* Oracle retains all right, title and interest in and to the Site and the Service. Your use of the Site and Service does not grant or confer any rights to You, by license or otherwise, in or to the Site and/or Service other than the licensed rights expressly granted in Section 1. You acknowledge and agree that Oracle may modify the Service and/or Site in its sole discretion at any time.

3.2 Intellectual Property

3.2.1 Oracle is the sole and exclusive owner of all right, title and interest, including all Intellectual Property Rights in and related to the Site and the Service and, excluding User Data (as defined below), all other information provided by You or any other party relating to Service or Site functionality or organization, including but not limited to any graphics, content, features, layouts, templates or materials provided by Oracle on the Site, any suggestions, ideas, enhancement requests, feedback, recommendations, modifications, or derivative works related to the Site and/or Service. "Intellectual Property Rights" means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, copyrights, domain name rights, mask work rights, know-how, trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world. Oracle does not grant You a license or other authorization to copy or use its Intellectual Property Rights, except as expressly provided herein. Various products and services described on the Site may carry registered or other trademarked symbols that are the sole property of their respective owners.

3.2.2 In printing or downloading content and/or information from the Site, You agree not to change or delete the Oracle name, logo, proprietary notices, trademarks, and the like from any printed or downloaded content and/or information.

3.2.2 You hereby assign any rights and interest in any suggestion, idea, feedback recommendations, modifications, or derivative works related to the Service or the Site (the "Improvements") to Oracle and agree to execute all documents reasonably requested by Oracle to demonstrate such assignment and to provide any information and cooperation reasonably requested by Oracle in order for Oracle to protect and enforce its rights therein.

3.3 *User Data.* Oracle does not own any data, information or material that You submit to the Site in the course of using the Service ("User Data"). You, not Oracle, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership of or right to use all User Data, and Oracle shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any User Data.

4. Confidentiality

4.1 *Definition.* You understand that the Service, the Third Party Services, Your user name and password, the User accounts, names and passwords, and any other information disclosed by Oracle to You shall be considered confidential information ("Confidential Information").

4.2 *Restrictions on Use and Disclosure.* You agree: (a) to not disclose any Confidential Information to any third party without first obtaining Oracle's written consent; (b) to only disclose the Confidential Information to employees and such consented to third parties under written obligations of confidentiality with respect to the Confidential Information that are no less restrictive than those contained herein; (c) use the Confidential Information solely in accordance with the terms of these Terms of Use; and (d) to protect the Confidential Information from unauthorized disclosure or use.

4.3 *Exceptions.* The obligations under this Article 4 will not apply to any information which You can demonstrate (a) was in the public domain prior to it being communicated to You or becomes part of the public domain through no fault of Your own after the disclosure of the information to You; (b) was already in Your possession without an obligation of

confidentiality; or (c) is disclosed pursuant to the order of a court of competent jurisdiction, or any order of any governmental agency, provided that You first give notice to Oracle of such an order and an opportunity to prevent such a disclosure.

4.4 *Irreparable Injury.* You acknowledge that a breach of this Article 4 will result in irreparable and continuing harm to Oracle for which there will be no adequate remedy at law and Oracle will be entitled to seek and obtain appropriate equitable relief.

4.5 *Effect of Termination.* This Article shall survive the termination of these Terms of Use and remain in effect until the information is no longer confidential. Upon termination of these Terms of Use or Oracle's request, You shall purge all Confidential Information from Your computer system(s) and at Oracle's option, either (a) destroy all Confidential Information in Your possession, or (b) return all Confidential Information in Your possession to Oracle. Within ten (10) days of termination, You or an authorized officer of Your company shall certify in writing that all such Confidential Information has been purged from Your computer system(s) and either destroyed or returned to Oracle.

5. Third Party Products and Services

5.1 *Third Party Software.* The Service and/or Site contain some Third Party Software for which Oracle has obtained the appropriate licensing rights, if applicable. "Third Party Software" means third party computer programs provided to You or electronic access to computer programs provided to You under these Terms of Use in connection with the Service. Your use of the Third Party Software in connection with the Service and/or Site shall be subject to the terms and conditions set forth herein and any other conditions placed on the use of the Third Party Software by its owner. You also acknowledge that the owner of such Third Party Software is the sole and exclusive owner of all right, title, and interest in and to the Third Party Software, any modifications or improvements made thereto, derivative works made therefrom, and all related materials, documentation, know-how, and intellectual property related thereto.

5.2 *Third Party Services.* In conjunction with the Service, Oracle may provide access to Third Party Services on a nonexclusive basis. You recognize that providers of the Third Party Services may require Your agreement to additional or different license terms and conditions prior to Your use of or obtaining access to the Third Party Services. Your use of any Third Party Services shall be subject to the restrictions set forth herein and any other conditions placed on the use of the Third Party Services by its owner.

6. Term and Expiration or Cancellation

6.1 *Term.* These Terms of Use commence on the Effective Date. "Effective Date" means the date these Terms of Use are accepted by selecting the "I Agree" option presented on the screen after these Terms of Use are displayed.

6.2 *Termination.* These Terms of Use are effective until terminated by either You or Oracle. You may terminate these Terms of Use at any time by permanently discontinuing your use of the Site. These Terms of Use will terminate immediately without notice from Oracle if, in Oracle's sole discretion, You fail to comply with any term of these Terms of Use. Upon termination, you must destroy all materials obtained from the Service and Site and all copies thereof (excluding User Data).

7. Representations & Warranties

7.1 Each party represents and warrants that it has the legal power and authority to enter into these Terms of Use.

7.2 You represent and warrant that You have not falsely identified Yourself nor provided any false information to gain access to the Service.

8. Indemnification

You shall indemnify, defend and hold harmless Oracle, its licensors and each such party's parent organizations, subsidiaries, affiliates, officers, directors, members, employees, advisors, and agents from and against any losses, damages, liabilities, expenses, costs, claims, causes of action or complaints arising out of or related to Your use of the Site or Service, including but not limited to reasonable attorneys' fees, costs, expert witness fees or litigation costs of any kind. The obligations set forth in this Article 8 shall survive termination of these Terms of Use.

9. Disclaimer of Warranties

Oracle is not engaged in the practice of architecture or engineering and does not provide any independent review or approval of submittals or other documents on the Site or enforce any submittal schedule. Responsibility for timely submittals remains with You, and none of Oracle's services or actions should be construed to relieve You of your exclusive responsibility for those obligations. You have sole responsibility for the accuracy, quality, integrity, legality and reliability of all User Data.

ORACLE AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICE, THE SITE, THIRD PARTY SOFTWARE, SUPPORT SERVICES OR THIRD PARTY SERVICES. ORACLE AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT

(a) THE USE OF THE SITE, SERVICE, THIRD PARTY SOFTWARE, SUPPORT SERVICES OR THIRD PARTY SERVICES WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (b) THE SITE, SERVICE, SUPPORT SERVICES, THIRD PARTY SOFTWARE OR THIRD PARTY SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (c) ANY STORED DATA, INCLUDING WITHOUT LIMITATION USER DATA, WILL BE ACCURATE OR RELIABLE, (d) THE QUALITY OF ANY SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE OR THIRD PARTY SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (e) ERRORS OR DEFECTS WILL BE CORRECTED, OR (f) THE SITE, SERVICE, THIRD PARTY SERVICES, THIRD PARTY SOFTWARE OR THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICE, SUPPORT SERVICES, THE SITE, THIRD PARTY SOFTWARE AND THIRD PARTY SERVICES ARE PROVIDED TO YOU STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS OR TITLE, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT NOT PROHIBITED APPLICABLE LAW BY ORACLE AND ITS LICENSORS. Certain states and/or jurisdictions do not allow the exclusion of implied warranties, so the exclusions set forth above may not apply to You.

10. Internet Delays

ORACLE'S SERVICE AND/OR AVAILABILITY OF THE SITE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. ORACLE IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

11. Limitation of Liability

NEITHER ORACLE NOR ANY OF ITS DIRECTORS, MEMBERS, EMPLOYEES, AFFILIATES, AGENTS, REPRESENTATIVES, OR LICENSORS SHALL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY COMPENSATORY, EXEMPLARY, PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF YOUR USE OF THE SITE AND/OR SERVICE OR INABILITY TO GAIN ACCESS TO OR USE

THE SITE AND/OR SERVICE, OR ANY CONTENT OBTAINED FROM OR THROUGH THE SITE AND/OR SERVICE, OR OUT OF ANY BREACH OF ANY WARRANTY, EVEN IF ORACLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, IN SUCH STATES AND JURISDICTIONS LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

YOUR SOLE RIGHT AND REMEDY WITH RESPECT TO ANY DISPUTE WITH ORACLE WITH RESPECT TO THE SITE AND/OR SERVICES PROVIDED UNDER THESE TERMS OF USE SHALL BE TERMINATION OF THESE TERMS OF USE. IN NO EVENT SHALL ORACLE'S AGGREGATE LIABILITY TO YOU UNDER THESE TERMS OF USE EXCEED THE GREATER OF \$100.00 USD OR THE FEES PAID BY YOU TO ORACLE UNDER THIS AGREEMENT. The terms and provisions set forth in this Article 11 shall survive termination of these Terms of Use.

12. Local Laws and Export Control

12.1 You represent and warrant that You will comply with all applicable local, state, national, province, and foreign laws, including but not limited to export, re-export and foreign policy controls which may be imposed by the United States government, and treaties and regulations in connection with Your and Your Users' use of the Service. The Service is subject to United States export controls administered by the U.S. Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and other U.S. agencies. You acknowledge and agree that the Service shall not be used by, transferred to or otherwise exported or re-exported to countries, or nationals or residents thereof, as to which the United States maintains an embargo (collectively, "Embargoed Countries"), or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders (collectively, "Designated Nationals"). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. By using the Service, You represent and warrant that You are not located in, under the control of, or a national or resident of an Embargoed Country or a Designated National. You agree to comply strictly with all U.S. export laws and assume sole responsibility for obtaining licenses to export or re-export as may be required.

12.2 The Service may use encryption technology that is subject to licensing requirements under the U.S. Export Administration Regulations, 15 C.F.R. Parts 730-774.

12.3 Oracle and its licensors make no representation that the Service is appropriate or available for use in other locations. If You use the Service from outside the United States of America, You are solely responsible for compliance with all applicable laws, including without limitation export and import regulations of other countries. Any diversion of the content contrary to United States law is prohibited. None of the content, nor any information acquired through the use of the Service, is or will be used for nuclear activities, chemical or biological weapons, or missile projects, unless specifically authorized by the United States government.

13. Notice

Any notice required under these Terms and Conditions shall be provided to the other party in writing. If You have a legal dispute with us or if You become subject to insolvency or other similar legal proceedings, You will promptly send written notice to: Oracle America, Inc., 500 Oracle Parkway, Redwood Shores, CA 94065, Attention: General Counsel, Legal Department. We may give notices applicable to our Services customers by means of a general notice on the Oracle portal for the Services, and notices specific to You by electronic mail to Your e-mail address on record in our account information or by written communication sent by first class mail or pre-paid post to Your address on record in our account information.

14. Modification to Terms

Oracle reserves the right to modify the terms and conditions of these Terms of Use or its policies relating to the Site and/or Service at any time, effective upon posting of an updated version of these Terms of Use or policies on the Service. You are responsible for regularly reviewing these Terms of Use. Continued use of the Service after any such changes shall constitute Your consent to such changes.

15. Force Majeure

Oracle will not be held liable for the failure to perform its obligations under these Terms of Use if such failure is occasioned by a contingency beyond Oracle's reasonable control, including, but not limited to, acts of war, labor difficulties, riots, fire, flood, hurricane, windstorm, governmental laws, acts or regulations (including the inability to obtain any necessary permits), or shortages of materials; provided, however, that such relief will only continue for so long as the force majeure condition exists.

16. Assignment; Change in Control

These Terms of Use may not be assigned by You without the prior written approval of Oracle. Any purported assignment in violation of this Article 16 shall be void and unenforceable.

17. Governing Law and Jurisdiction

This Agreement is governed by the substantive and procedural laws of the State of California and each party agrees to submit to the exclusive jurisdiction of, and venue in, the courts in San Francisco or Santa Clara counties in California in any dispute arising out of or relating to this Agreement. The Uniform Computer Information Transactions Act does not apply to this Agreement or to orders placed under it.

18. General

No text or information set forth on any other purchase order, preprinted form or document (other than the Software License Agreement or an Order Form executed by the Subscriber, if applicable) shall add to or vary the terms and conditions of these Terms of Use. The terms and conditions of any purchase order submitted by a User to Oracle, except for any terms necessary to identify the order, are null and void. If any provision of these Terms of Use is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between You and Oracle as a result of these Terms of Use or use of the Site and/or Service. The failure of Oracle to enforce any right or provision in these Terms of Use shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Oracle in writing. These Terms of Use (together with the applicable order form for a Subscriber) comprise the entire agreement between You and Oracle and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein. Terms and warranties offered by any other individual, agent or entity, including resellers, that are not expressly stated in these Terms of Use or that contradict these Terms of Use are null and void.