



Construction & Engineering Industries

Oracle Aconex Cloud Service Descriptions and Metrics*



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***Includes Oracle Conject Cloud Services**

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METRIC DEFINITIONS

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

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

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

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

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

GLOSSARY OF TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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

ORACLE ACONEX OPERATING MODEL TERMS

This section explains the primary operating models for Oracle Aconex Cloud Services explained in the subsequent Service Descriptions. The three models are:

- Single Project
- Enterprise
- Early Access

Single Project Model

This section applies to any Oracle Aconex Cloud Service containing 'Single Project' in its product name. Refer to the appropriate metric for details.

Per Hosted Named User

- For Your Single Project order per Hosted Named User, You are allotted the maximum number of users (including Your Users and all other users accessing the Services) for each applicable Oracle Aconex Cloud Service for the designated Project.
- For the purpose of Single Project Cloud Services, each Hosted Named User is granted access to the Project identified on Your order.
- Any add-on Oracle Aconex Single Project Cloud Service, with metric Hosted Named User, with the exception of Oracle Aconex Connected Cost Cloud Service, must match the same quantity of Hosted Named User as defined for Oracle Aconex Single Project Cloud Service.
- In the event You and Oracle agree to extend the Services Period related to a Project, the fees for such extension will be based on the duration of such extension and the total monthly unit net price as identified in Your order(s).
- For avoidance of doubt, Aconex Guest Users are considered Hosted Named Users.

Per 1M of Project Value

- For Your Single Project order per 1M of Project Value, You are allotted the maximum quantity of Project Value (in Millions) for each applicable Oracle Aconex Cloud Service for the designated Project.
- Any add-on Oracle Aconex Single Project Cloud Service, with metric 1M of Project Value, must match the same quantity of 1M of Project Value as defined for Oracle Aconex Single Project Cloud Service and fees charged to You will commence with the start of the add-on order.
- You will notify Oracle of any change in PV during the Services Period, and in the event of an increase in PV during the Services Period, You agree to execute an order with Oracle to reflect such increase in PV in accordance with the below paragraph.
- Subject to You executing an order or amendment with Oracle, You may increase the Project Value during the Services Period of Your order and the additional fees charged will be based on the Project Value increase and backdated to include the entire duration of all Oracle Aconex Cloud Services as identified in Your order(s). Fees for the increased Project Value will be invoiced over the remaining duration of Your order.
- In the event You and Oracle agree to extend the Services Period related to a Project, the fees for such extension will be based on the duration of such extension, the total monthly unit net price as identified in Your order(s) and any Project Value increases.

Your Content may not include any sensitive or secret data that imposes specific data security or data transfer obligations on Oracle that are in addition to or different from those obligations specified in the Service Specifications or the order. For the avoidance of doubt, Your Content (whether You are a Paying Organization or a Non-Paying Organization) may not include any data that You would not be allowed to transfer, whether in whole or in part, outside of any territory at any time during the Agreement.

Enterprise Model

This section applies to any Oracle Aconex Cloud Service containing 'Enterprise' in its product name. Refer to the appropriate metric for details.

Per Hosted Named User

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

Per 1M of Project Value Allowance

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

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

You may provision an unlimited number of Projects during the Services Period based on any Project or Project template established by You. Support for any modifications to Project configuration may require You to purchase Consulting Services under a separate order.

Any additional usage rights or expanded customer definition contained under Your Agreement or order, that provide entities other than the Customer with usage rights related to Cloud Services will not allow these entities the right to use the Oracle Aconex Cloud Services for such entities' Projects, unless stated otherwise in Your applicable Oracle Aconex Cloud Services' order.

Your Content may not include any sensitive or secret data that imposes specific data security or data transfer obligations on Oracle that are in addition to or different from those obligations specified in the Service Specifications or the order. For the avoidance of doubt, Your Content (whether You are a Paying Organization or a Non-Paying Organization) may not include any data that You would not be allowed to transfer, whether in whole or in part, outside of any territory at any time during the Agreement.

Early Access Model

This section applies to any Oracle Aconex Cloud Service containing 'Early Access' in its product name. Refer to the appropriate metric for details.

Early Access Single Project (Per 1M of Project Value)

- Oracle grants You access of the Oracle Aconex Cloud Service solely to perform activities prior to construction, defined as the earlier of site establishment and appointment of head contractor, for the Single Project specified in Your order.
- You acknowledge that the established pricing in Your order has been provided on the condition that, where You use the Oracle Aconex Cloud Service related to the Early Access Single Project, You will continue to use the Oracle Aconex Cloud Service for all collaboration related to the Early Access Project that falls outside of the scope of Early Access by obtaining a separate Oracle Aconex Single Project Cloud Service order.
- For Your order per 1M of Project Value, You are allotted the maximum quantity of Project Value (in Millions) for each applicable Oracle Aconex Cloud Service for the designated Project.
- Any add-on eligible Early Access Cloud Service must match the same quantity of 1M of Project Value as defined for Oracle Aconex Early Access Single Project Cloud Service and fees charged to You will commence with the start of the add-on order.
- Subject to You executing an order or amendment with Oracle, You may increase the Project Value during the Services Period of Your order and the additional fees charged will be based on the Project Value increase and backdated to include the entire duration of all Oracle Aconex Early Access Cloud Services as identified in Your order(s). Fees for the increased Project Value will be invoiced over the remaining duration of Your order.
- In the event You and Oracle agree to extend the Services Period related to a Project, the fees for such extension will be based on the duration of such extension, the total monthly unit net price as identified in Your order(s) and any Project Value increases.

Early Access Enterprise (Per Customer)

- Oracle grants You access of the Oracle Aconex Cloud Service solely to perform activities prior to construction, defined as the earlier of site establishment and appointment of head contractor, for an unlimited number of Projects subject to any scope and limitation contained in Your order.

- You acknowledge that the established pricing in Your order has been provided on the condition that, where You use the Oracle Aconex Cloud Service related to Early Access Projects, You will continue to use the Oracle Aconex Cloud Service for all collaboration related to each Early Access Project that falls outside of the scope of Early Access by obtaining separate order for Oracle Aconex Cloud Services.
- Provided there are no outstanding fees and Oracle consents to such assignment, You may assign a System Project to a third party (“Assignee”), subject to:
 - You providing advance written notice to Oracle designating the System Project to be assigned;
 - You must not be in breach of Your current Agreement or any order placed under Your current Agreement or order;
 - You and the Assignee execute a System Project assignment agreement with Oracle;
 - The Assignee executes, or has an order, with Oracle to acquire Services related to the System Project and pay the applicable fees;
 - You and the Assignee agree that the assignment does not result in any change in Oracle’s rights and obligations or expand modify, or otherwise alter any use or component of the System Project provided under the Agreement and order.

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

Any additional usage rights or expanded customer definition contained under Your Agreement or order, that provide entities other than the Customer with usage rights related to Cloud Services will not allow these entities the right to use the Oracle Aconex Cloud Services for such entities’ Projects, unless stated otherwise in Your applicable Oracle Aconex Cloud Services’ order.

Your Content may not include any sensitive or secret data that imposes specific data security or data transfer obligations on Oracle that are in addition to or different from those obligations specified in the Service Specifications or the order. For the avoidance of doubt, Your Content (whether You are a Paying Organization or a Non-Paying Organization) may not include any data that You would not be allowed to transfer, whether in whole or in part, outside of any territory at any time during the Agreement.

ORACLE ACONEX BASE CLOUD SERVICES

Oracle Aconex Base Cloud Services

Part #	Service Offering
B95679	Oracle Aconex Enterprise Cloud Service - per 1M of Project Value Allowance
B95680	Oracle Aconex Enterprise Cloud Service - per Hosted Named User
B95681	Oracle Aconex Single Project Cloud Service - per 1M of Project Value
B95682	Oracle Aconex Single Project Cloud Service - per Hosted Named User

The Oracle Aconex Base Cloud Services listed above are dedicated for production use and users are authorized to access the following:

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

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

Usage Limits

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

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

Defects Liability Period for Oracle Aconex Enterprise Cloud Service – 1M of Project Value Allowance

The following applies to Enterprise Cloud Services (*B95679, Oracle Aconex Enterprise Cloud Service - per 1M of Project Value Allowance*).

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

- The Defects Liability period is available only if You maintain Your Oracle Aconex Enterprise Cloud Service related to that Project.
- Defects Liability is valid for a 12-month period and does not include any implementation, training or other consulting services.
- Activity (defined as the number of transactions recorded on the Oracle Aconex Cloud Services) during the Defects Liability period is limited to a maximum of 20% of the monthly average Activity before the commencement of the Defects Liability period.
- If Your Oracle Aconex Enterprise Cloud Service ends, or if You require an extension to the 12-month Defects Liability period for a given Project, You can purchase Oracle Aconex Defects Liability Single Project Cloud Service (per 1M of Project Value or per Hosted Named User).

Online Archive for Oracle Aconex Enterprise Cloud Services

The following applies to Enterprise Cloud Services (*B95679, Oracle Aconex Enterprise Cloud Service - per 1M of Project Value Allowance and B95680, Oracle Aconex Enterprise Cloud Service - per Hosted Named User*).

Read-only online archive access:

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

Additional System Project for Oracle Aconex Single Project Cloud Services

The following applies to Single Project Cloud Services (*B95681, Oracle Aconex Single Project Cloud Service - per 1M of Project Value and B95682, Oracle Aconex Single Project Cloud Service - per Hosted Named User*).

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

- Access to the additional System Project must co-terminate at the end of Your Oracle Aconex Single Project Services Period for the Cloud Services listed above (*B95681 or B95682*), including any extensions.
- Use of the additional System Project must comply with the metric, quantity, and usage limits as identified in Your active subscription for the Oracle Aconex Single Project Cloud Service.
- The additional System Project provides access to the same Cloud Service(s) as Your Oracle Aconex Single Project Cloud Service with the following exceptions:
 - *Oracle Aconex Scheduled Archive Cloud Service*, if purchased with your initial Oracle Aconex Single Project Cloud Service, enabled per Your request to Oracle only.
 - *Oracle Aconex Handover Single Project Cloud Service* is not supported.

- For Your additional System Project, if archive access is needed, the following must be purchased separately, available at the end of your subscription (or at the end of the extension, if applicable) to Oracle Aconex Single Project Cloud Service:
 - *Oracle Aconex Online Archive Cloud Service*
 - *Oracle Aconex Single Project Archive – Gigabyte*
- For Oracle Aconex Single Project Cloud Service - per Hosted Named User (B95682), each unique User participating in the additional System Project but not participating in the base System Project will count towards the maximum quantity as identified in Your original Oracle Cloud Services order.
- If you require more than the maximum two System Projects allowed with Your purchase of Oracle Aconex Single Project Cloud Service (B95681 or B95682), you can place a separate expansion order with Oracle for the following Cloud Service: *Oracle Aconex Single Project Cloud Service, Additional System Project*.

Oracle Aconex Supplemental Terms

Additional terms specific to Your use of the Oracle Aconex Enterprise Cloud Service or Oracle Aconex Single Project Cloud Service will apply and may be found in [Oracle Aconex Operating Model Terms](#) section of these Service Descriptions.

Aconex API Terms

Your use of the Aconex APIs is subject to the Oracle Terms and Conditions for Aconex APIs (“Aconex API Terms”), which may be viewed at www.oracle.com/contracts/cloud-services. The Aconex API Terms apply solely to your use of the Aconex APIs and do not apply to any other Oracle products or services acquired under Your order. No other terms other than the Aconex API Terms shall apply to or govern Your use of the Aconex APIs under Your order.

Application Program Components of Cloud Service

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

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

Disaster Recovery and Service Availability

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

Recovery Time Objective (RTO)	Recovery Point Objective (RPO)	Target Service Availability Level
24 hours	1 hour	99.5%

The Target Service Availability Level does not apply in the event of a major disaster, as declared by Oracle, that leads to loss of a data center and corresponding service unavailability, or a national or global emergency or during Unplanned Downtime. Unplanned Downtime is described in the applicable Oracle Cloud Policies and Pillar Documentation referenced below. The RTO and RPO do not apply to customizations or third party software.

Oracle Cloud Policies and Pillar Documentation

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

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

Oracle Aconex Early Access Cloud Services

Part #	Service Offering
B95683	Oracle Aconex Early Access Enterprise Cloud Service – Customer
B95684	Oracle Aconex Early Access Single Project Cloud Service – Per 1M of Project Value

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

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

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

Usage Limits

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

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

Online Archive for Oracle Aconex Early Access Enterprise Cloud Services

The following applies to Oracle Aconex Early Access Enterprise Cloud Services (B95683).

Read-only online archive access:

- is granted to You during Your Services Period only following completion of each of Your Projects which used the Oracle Aconex Cloud Services and in the case where Your Project continues to use

Oracle Aconex Cloud Services after Early Access, You must request online read-only archive access from Oracle at the time of Your Project completion, and

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

Additional System Project for Oracle Aconex Early Access Single Project Cloud Service

The following applies to Oracle Aconex Early Access Single Project Cloud Service – Per 1M of Project Value (B95684).

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

- Access to the additional System Project will terminate when the Project is at the later of: the final Services Period of Your Oracle Aconex Early Access Single Project, or, if the Project is subsequently managed through Oracle Aconex Single Project Cloud Service, the final Services Period of Your Oracle Aconex Single Project Cloud Service.
- Use of the additional System Project must comply with the metric, quantity, and usage limits as identified in Your active subscription for the Oracle Aconex Early Access Single Project Cloud Service.
- The additional System Project provides access to the same Cloud Service(s) as Your Oracle Aconex Early Access Single Project Cloud Service.
- For Your additional System Project, the following are optional and must be purchased separately, available at the later of: the final Services Period of Your Oracle Aconex Early Access Single Project, or, if the Project is subsequently managed through Oracle Aconex Single Project Cloud Service, the final Services Period of Your Oracle Aconex Single Project Cloud Service:
 - *Oracle Aconex Online Archive Cloud Service*
 - *Oracle Aconex Single Project Archive – Gigabyte*
- If you require more than the maximum two System Projects allowed with Your purchase of Oracle Aconex Early Access Single Project Cloud Service (B95684), you can place a separate expansion order with Oracle for the following Cloud Service: *Oracle Aconex Single Project Cloud Service, Additional System Project*.

Oracle Aconex Supplemental Terms

Additional terms specific to Your use of the Oracle Aconex Cloud Services will apply and may be found in the [Oracle Aconex Operating Model Terms](#) section of these Service Descriptions.

Aconex API Terms

Your use of the Aconex APIs is subject to the Oracle Terms and Conditions for Aconex APIs (“Aconex API Terms”), which may be viewed at www.oracle.com/contracts/cloud-services. The Aconex API Terms apply solely to your use of the Aconex APIs and do not apply to any other Oracle products or services acquired under Your order. No other terms other than the Aconex API Terms shall apply to or govern Your use of the Aconex APIs under Your order.

Application Program Components of Cloud Service

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

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

Disaster Recovery and Service Availability

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

Recovery Time Objective (RTO)	Recovery Point Objective (RPO)	Target Service Availability Level
24 hours	1 hour	99.5%

The Target Service Availability Level does not apply in the event of a major disaster, as declared by Oracle, that leads to loss of a data center and corresponding service unavailability, or a national or global emergency or during Unplanned Downtime. Unplanned Downtime is described in the applicable Oracle Cloud Policies and Pillar Documentation referenced below. The RTO and RPO do not apply to customizations or third party software.

Oracle Cloud Policies and Pillar Documentation

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

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

Oracle Aconex Summary

Part #	Service Offering
B91327	Oracle Aconex Enterprise Summary – Each
B91328	Oracle Aconex Single Project Summary - Each

(B91327 formerly known as Oracle Aconex Enterprise Cloud Service, B91328 formerly known as Oracle Aconex Single Project Cloud Service)

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

For the other Oracle Aconex Cloud Services listed on Your order, refer to the appropriate Cloud Service sections in this document.

Oracle Aconex Supplemental Terms

Additional terms specific to Your use of the Oracle Aconex Cloud Services will apply and may be found in the [Oracle Aconex Operating Model Terms](#) section of these Service Descriptions.

Oracle Cloud Policies and Pillar Documentation

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

ORACLE ACONEX BASE CLOUD SERVICES FOR GOVERNMENT

Oracle Aconex Australian Government Cloud Services

Part #	Service Offering
B96526	Oracle Aconex Australian Government Enterprise Cloud Service - 1M of Project Value Allowance
B96527	Oracle Aconex Australian Government Enterprise Cloud Service - Hosted Named User
B95675	Oracle Aconex Australian Government Single Project Cloud Service - per 1M of Project Value
B95676	Oracle Aconex Australian Government Single Project Cloud Service - per Hosted Named User

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

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

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

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

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

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

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

Usage Limits

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

- A maximum quantity of the applicable metric as identified in Your order.
- Files uploaded and stored in Your Oracle Aconex Cloud Service, including but not limited to documents, drawings, and photographs, must be directly related to the corresponding Project.
- Oracle will configure the service as Explicit Invitation mode. You will be responsible for the authorization and access of users to the Service.

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

Defects Liability Period for Oracle Aconex Australian Government Enterprise Cloud Service – 1M of Project Value Allowance

The following applies to Australian Government Enterprise Cloud Services *B96526, Oracle Aconex Australian Government Enterprise Cloud Service - 1M of Project Value Allowance*.

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

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

Online Archive for Oracle Aconex Australian Government Enterprise Cloud Services

The following applies to Australian Government Enterprise Cloud Services *B96526, Oracle Aconex Australian Government Enterprise Cloud Service - 1M of Project Value Allowance* and *B96527, Oracle Aconex Australian Government Enterprise Cloud Service - Hosted Named User*.

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

Additional System Project for Oracle Aconex Australian Government Single Project Cloud Services

The following applies to *Oracle Aconex Australian Government Single Project Cloud Service - per 1M of Project Value (B95675)* and *Oracle Aconex Australian Government Single Project Cloud Service - per Hosted Named User (B95676)*.

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

- Access to the additional System Project must co-terminate at the end of Your Oracle Aconex Australian Government Single Project Services Period for the Cloud Services listed above (B95675 or B95676), including any extensions.
- Use of the additional System Project must comply with the metric, quantity, and usage limits as identified in Your active subscription for the Oracle Aconex Australian Government Single Project Cloud Service.
- The additional System Project provides access to the same Cloud Service(s) as Your Oracle Aconex Australian Government Single Project Cloud Service.
- For Your additional System Project, the following are optional and must be purchased separately, available at the end of your subscription (including extensions) to Oracle Aconex Australian Government Single Project Cloud Service:
 - *Oracle Aconex Online Archive Cloud Service*
 - *Oracle Aconex Single Project Archive – Gigabyte*
- For Oracle Aconex Australian Government Single Project Cloud Service - per Hosted Named User (B95682), each unique User participating in the additional System Project but not participating in the base System Project will count towards the maximum quantity as identified in Your original Oracle Cloud Services order.
- If you require more than the maximum two System Projects allowed with Your purchase of Oracle Aconex Australian Government Single Project Cloud Service (B95681 or B95682), you can place a separate expansion order with Oracle for the following Cloud Service: *Oracle Aconex Single Project Cloud Service for Australian Government, Additional System Project*.

Oracle Aconex Supplemental Terms

Additional terms specific to Your use of the Oracle Aconex Cloud Services will apply and may be found in the [Oracle Aconex Operating Model Terms](#) section of these Service Descriptions.

Aconex API Terms

Your use of the Aconex APIs is subject to the Oracle Terms and Conditions for Aconex APIs (“Aconex API Terms”), which may be viewed at www.oracle.com/contracts/cloud-services. The Aconex API Terms apply solely to your use of the Aconex APIs and do not apply to any other Oracle products or services acquired under Your order. No other terms other than the Aconex API Terms shall apply to or govern Your use of the Aconex APIs under Your order.

Disaster Recovery and Service Availability

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

Recovery Time Objective (RTO)	Recovery Point Objective (RPO)	Target Service Availability Level
24 hours	1 hour	99.5%

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

and Pillar Documentation referenced below. The RTO and RPO do not apply to customizations or third party software.

Oracle Cloud Policies and Pillar Documentation

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

Oracle Aconex Australian Government Early Access Cloud Services

Part #	Service Offering
B96528	Oracle Aconex Australian Government Early Access Enterprise Cloud Service - Customer
B96529	Oracle Aconex Australian Government Early Access Single Project Cloud Service - 1M of Project Value

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

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

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

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

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

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

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

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

Usage Limits

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

- A maximum quantity of the applicable metric as identified in Your order.
- Oracle will configure the service as Explicit Invitation mode. You will be responsible for the authorization and access of users to the Service.
- Files uploaded and stored in Your Oracle Aconex Cloud Service, including but not limited to documents, drawings, models and photographs, must be directly related to the corresponding Project.

Online Archive for Oracle Aconex Australian Government Early Access Enterprise Cloud Services

The following applies to Oracle Aconex Australian Government Early Access Enterprise Cloud Services (B96528).

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

Additional System Project for Oracle Aconex Australian Government Early Access Single Project Cloud Service

The following applies to Oracle Aconex Australian Government Early Access Single Project Cloud Service – Per 1M of Project Value (B96529).

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

- Access to the additional System Project will terminate when the Project is at the later of: the final Services Period of Your Oracle Aconex Australian Government Early Access Single Project, or, if the Project is subsequently managed through Oracle Aconex Australian Government Single Project Cloud Service, the final Services Period of Your Oracle Aconex Australian Government Single Project Cloud Service.
- Use of the additional System Project must comply with the metric, quantity, and usage limits as identified in Your active subscription for the Oracle Aconex Australian Government Early Access Single Project Cloud Service.
- The additional System Project provides access to the same Cloud Service(s) as Your Oracle Aconex

- Australian Government Early Access Single Project Cloud Service.
- For Your additional System Project, the following are optional and must be purchased separately, available at the later of: the final Services Period of Your Oracle Aconex Australian Government Early Access Single Project, or, if the Project is subsequently managed through Oracle Aconex Australian Government Single Project Cloud Service, the final Services Period of Your Oracle Aconex Australian Government Single Project Cloud Service:
 - *Oracle Aconex Online Archive Cloud Service*
 - *Oracle Aconex Single Project Archive – Gigabyte*
- If you require more than the maximum two System Projects allowed with Your purchase of Oracle Aconex Australian Government Early Access Single Project Cloud Service (B96529), you can place a separate expansion order with Oracle for the following Cloud Service: *Oracle Aconex Single Project Cloud Service for Australian Government, Additional System Project*.

Oracle Aconex Supplemental Terms

Additional terms specific to Your use of the Oracle Aconex Cloud Services will apply and may be found in the [Oracle Aconex Operating Model Terms](#) section of these Service Descriptions.

Aconex API Terms

Your use of the Aconex APIs is subject to the Oracle Terms and Conditions for Aconex APIs (“Aconex API Terms”), which may be viewed at www.oracle.com/contracts/cloud-services. The Aconex API Terms apply solely to your use of the Aconex APIs and do not apply to any other Oracle products or services acquired under Your order. No other terms other than the Aconex API Terms shall apply to or govern Your use of the Aconex APIs under Your order.

Application Program Components of Cloud Service

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

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

Disaster Recovery and Service Availability

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

Recovery Time Objective (RTO)	Recovery Point Objective (RPO)	Target Service Availability Level
24 hours	1 hour	99.5%

The Target Service Availability Level does not apply in the event of a major disaster, as declared by Oracle, that leads to loss of a data center and corresponding service unavailability, or a national or global emergency or during Unplanned Downtime. Unplanned Downtime is described in the applicable Oracle Cloud Policies and Pillar Documentation referenced below. The RTO and RPO do not apply to customizations or third party software.

Oracle Cloud Policies and Pillar Documentation

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

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

Oracle Aconex United States Government Cloud Services

Part #	Service Offering
B97136	Oracle Aconex United States Government Enterprise Cloud Service - per 1M of Project Value Allowance
B97137	Oracle Aconex United States Government Enterprise Cloud Service - per Hosted Named User
B97138	Oracle Aconex United States Government Single Project Cloud Service - per 1M of Project Value
B97139	Oracle Aconex United States Government Single Project Cloud Service - per Hosted Named User

Available in United States Only.

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

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

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

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

Usage Limits

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

- A maximum quantity of the applicable metric as identified in Your order.
- Files uploaded and stored in Your Oracle Aconex Cloud Service, including but not limited to documents, drawings, and photographs, must be directly related to the corresponding Project(s).
- Oracle will configure the service as Explicit Only Invitation mode. You will be responsible for the authorization and access of users to the Service.

- For *Oracle Aconex United States Government Single Project Cloud Service for Enterprise* with metric Hosted Named User, each Hosted Named User must also be a Hosted Named User under Your existing *Oracle Aconex Enterprise Cloud Service* subscription.

Defects Liability Period for Oracle Aconex United States Government Enterprise Cloud Service – 1M of Project Value Allowance

The following applies to B97136, *Oracle Aconex United States Government Enterprise Cloud Service - per 1M of Project Value Allowance*.

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

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

Additional System Project for Oracle Aconex United States Government Single Project Cloud Services

The following applies to *Oracle Aconex United States Government Single Project Cloud Service - per 1M of Project Value* (B97138) and *Oracle Aconex United States Government Single Project Cloud Service - per Hosted Named User* (B97139).

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

- Access to the additional System Project must co-terminate at the end of Your Oracle Aconex United States Government Single Project Services Period for the Cloud Services listed above (B97138 or B97139), including any extensions.
- Use of the additional System Project must comply with the metric, quantity, and usage limits as identified in Your active subscription for the Oracle Aconex United States Government Single Project Cloud Service.
- For Oracle Aconex United States Government Single Project Cloud Service - per Hosted Named User (B97139), each unique User participating in the additional System Project but not participating in the base System Project will count towards the maximum quantity as identified in Your original Oracle Cloud Services order.
- If you require more than the maximum two System Projects allowed with Your purchase of Oracle Aconex United States Government Single Project Cloud Service (B97138 or B97139), you can place a separate expansion order with Oracle for the following Cloud Service: *Oracle Aconex Single Project Cloud Service for United States Government, Additional System Project*.

Oracle Aconex Supplemental Terms

Additional terms specific to Your use of the Oracle Aconex Cloud Services will apply and may be found in the [Oracle Aconex Operating Model Terms](#) section of these Service Descriptions.

Target Service Availability

As described in the Oracle Industries Cloud Services Pillar Document, this Oracle Cloud Service has the following Target Service Availability Level:

**Target System
Availability Level**

99.5%

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

In the event of a declared disaster, Oracle may recover and restore the production environment of the affected Oracle Aconex United States Government production environment and work to restore production data using a recent backup made prior to the onset of the disaster.

Oracle Cloud Policies and Pillar Documentation

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

Oracle Aconex United States Department of Defense Cloud Services

Part #	Service Offering
B91334	Oracle Aconex United States Department of Defense Enterprise Cloud Service - per 1M of Project Value Allowance
B91457	Oracle Aconex United States Department of Defense Enterprise Cloud Service - per Hosted Named User
B91494	Oracle Aconex United States Department of Defense Single Project Cloud Service - per 1M of Project Value
B91495	Oracle Aconex United States Department of Defense Single Project Cloud Service - per Hosted Named User

Available in United States Only.

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

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

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

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

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

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

Usage Limits

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

- A maximum quantity of the applicable metric as identified in Your order.
- Files uploaded and stored in Your Oracle Aconex Cloud Service, including but not limited to documents, drawings, and photographs, must be directly related to the corresponding Project(s).
- Oracle will configure the service as Explicit Only Invitation mode. You will be responsible for the authorization and access of users to the Service.

Defects Liability Period for Oracle Aconex United States Department of Defense Enterprise Cloud Service – 1M of Project Value Allowance

The following applies to United States Department of Defense Enterprise Cloud Services *B91334, Oracle Aconex United States Department of Defense Enterprise Cloud Service - per 1M of Project Value Allowance*.

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

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

Non-Production Project for Oracle Aconex United States Department of Defense Single Project Cloud Services

The following applies to Single Project United States Department of Defense Cloud Services *B91494, Oracle Aconex United States Department of Defense Single Project Cloud Service - per 1M of Project Value* and *B91495, Oracle Aconex United States Department of Defense Single Project Cloud Service - per Hosted Named User*.

For Your Oracle Aconex United States Department of Defense Single Project order, per Your request to Oracle, You may obtain a single non-production System Project alongside Your single production Project (in the same instance) with the following requirements and limitations:

- Oracle requires You to purchase and use one day of Oracle Professional Services. This day may be consumed from an existing Professional Services order, where eligible, or by purchasing Professional Services (e.g., *Oracle Construction and Engineering Consulting Services for Cloud – 5 days* or a custom Professional Services order).
- You are limited to one non-production Project for Your production Project.
- Access to the non-production Project will terminate at the end of Your Oracle Aconex United States Department of Defense Single Project Services Period, including any extension to the Services Period.

- Oracle will provision a non-production Project with the same set of cloud services as Your production Project with the following exclusions, if applicable: any Oracle Aconex Cloud Service containing “Archive” in its name.
- For Oracle Aconex United States Department of Defense Single Project Cloud Service - per Hosted Named User (B91495), each unique User participating in the non-production Project but not participating in the production Project will count towards the maximum quantity of Hosted Named Users identified in Your Oracle Cloud Services order.

Additional System Project for Oracle Aconex United States Department of Defense Single Project Cloud Services

The following applies to *Oracle Aconex United States Department of Defense Single Project Cloud Service - per 1M of Project Value (B91494)* and *Oracle Aconex United States Department of Defense Single Project Cloud Service - per Hosted Named User (B91495)*.

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

- Access to the additional System Project must co-terminate at the end of Your Oracle Aconex United States Department of Defense Single Project Services Period for the Cloud Services listed above (B91494 or B91495), including any extensions.
- Use of the additional System Project must comply with the metric, quantity, and usage limits as identified in Your active subscription for the Oracle Aconex United States Department of Defense Single Project Cloud Service.
- For Oracle Aconex United States Department of Defense Single Project Cloud Service - per Hosted Named User (B91495), each unique User participating in the additional System Project but not participating in the base System Project will count towards the maximum quantity as identified in Your original Oracle Cloud Services order.
- If you require more than the maximum two System Projects allowed with Your purchase of Oracle Aconex United States Department of Defense Single Project Cloud Service (B91494 or B91495), you can place a separate expansion order with Oracle for the following Cloud Service: *Oracle Aconex Single Project Cloud Service for United States Department of Defense, Additional System Project*.

Oracle Aconex Supplemental Terms

Additional terms specific to Your use of the Oracle Aconex Cloud Services will apply and may be found in the [Oracle Aconex Operating Model Terms](#) section of these Service Descriptions.

Disaster Recovery and Service Availability

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

Recovery Time Objective (RTO)	Recovery Point Objective (RPO)	Target Service Availability Level
12 hours	4 hours	99.5%

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

and Pillar Documentation referenced below. The RTO and RPO do not apply to customizations or third party software.

Oracle Cloud Policies and Pillar Documentation

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

ORACLE ACONEX OPTIONAL CLOUD SERVICES

Oracle Aconex Connected Cost Cloud Services

Part #	Service Offering
B95685	Oracle Aconex Connected Cost Enterprise Cloud Service - per 1M of Project Value Allowance
B95686	Oracle Aconex Connected Cost Enterprise Cloud Service - per Hosted Named User

(Formerly known as Oracle Aconex Project Controls Cloud Service)

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

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

Usage Limits

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

- A maximum quantity of the applicable metric as identified in Your order.
- Your access to Oracle Aconex Connected Cost is based on one of the following:
 - For Oracle Aconex Connected Cost Enterprise Cloud Service with metric 1M of Project Value Allowance, You maintain an active subscription to *Oracle Aconex Enterprise Cloud Service - 1M of Project Value Allowance* for the entirety of the Services Period
 - For Oracle Aconex Connected Cost Enterprise Cloud Service with metric Hosted Named User, You maintain **any of** the following:
 - An active subscription to *Oracle Aconex Enterprise Cloud Service* or *Oracle Aconex Early Access Enterprise Cloud Service* for the entirety of the Services Period.
 - You maintain at least one active subscription to *Oracle Aconex Single Project Cloud Service*.
 - If You are a Non-Paying Organization, You have access to at least one Oracle Aconex Project
- Your access to Oracle Aconex Connected Cost is limited to You (being the Paying Organization) as well as Your Customer Entities, under extended usage rights, as identified in Your order.
- For Oracle Aconex Connected Cost Cloud Services with metric Hosted Named User:
 - Each of the (i) Participants' users with access to Your Cost Workspace; and (ii) Your Users with access to the Oracle Aconex Connected Cost Cloud Services, are counted as a Hosted Named User.
 - Access to Oracle Aconex Connected Cost Cloud Services by Your or a Participant's Hosted Named User is limited to the System Projects that such Hosted Named User is participating in and has access to.
- Data uploaded to Oracle Aconex must be directly related to the corresponding Project.
- Single Sign-On is limited to You (being the Paying Organization) as well as, where applicable, Your affiliates that have been identified as Your affiliates in the Oracle Aconex Cloud Service.

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

Oracle Aconex Supplemental Terms

Additional terms specific to Your use of the Oracle Aconex Cloud Services will apply and may be found in the [Oracle Aconex Operating Model Terms](#) section of these Service Descriptions.

Disaster Recovery and Service Availability

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

Oracle Cloud Policies and Pillar Documentation

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

Oracle Aconex Model Coordination Cloud Services

Part #	Service Offering
B91464	Oracle Aconex Model Coordination Enterprise Cloud Service - per 1M of Project Value Allowance
B91465	Oracle Aconex Model Coordination Enterprise Cloud Service - per Hosted Named User
B91505	Oracle Aconex Model Coordination Single Project Cloud Service - per 1M of Project Value
B91506	Oracle Aconex Model Coordination Single Project Cloud Service - per Hosted Named User
B91479	Oracle Aconex Model Coordination Single Project Cloud Service for Enterprise - per 1M of Project Value
B91480	Oracle Aconex Model Coordination Single Project Cloud Service for Enterprise - per Hosted Named User
B91472	Oracle Aconex Model Coordination Early Access Enterprise Cloud Service – Customer
B91512	Oracle Aconex Model Coordination Early Access Single Project Cloud Service – 1M of Project Value

Usage Limits

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

- A maximum quantity of the applicable metric as identified in Your order.
- Files and data uploaded to Oracle Aconex, including but not limited to models, BIM Collaboration Format (BCF) files, documents, drawings, and photographs, must be directly related to the corresponding Project.

For clarity, this cloud service is accessible by other Participants invited to the applicable System Project,

subject to the usage limits and the order.

Oracle Aconex Supplemental Terms

Additional terms specific to Your use of the Oracle Aconex Cloud Services will apply and may be found in the [Oracle Aconex Operating Model Terms](#) section of these Service Descriptions.

Disaster Recovery and Service Availability

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

Oracle Cloud Policies and Pillar Documentation

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

Oracle Aconex Handover Cloud Service

Part #	Service Offering
B91466	Oracle Aconex Handover Enterprise Cloud Service - per 1M of Project Value Allowance
B91467	Oracle Aconex Handover Enterprise Cloud Service - per Hosted Named User
B91507	Oracle Aconex Handover Single Project Cloud Service - per 1M of Project Value
B91508	Oracle Aconex Handover Single Project Cloud Service - per Hosted Named User
B91481	Oracle Aconex Handover Single Project Cloud Service for Enterprise - per 1M of Project Value
B91482	Oracle Aconex Handover Single Project Cloud Service for Enterprise - per Hosted Named User

Usage Limits

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

- A maximum quantity of the applicable metric as identified in Your order.
- For Your Oracle Aconex Handover Cloud Service, the following are Your responsibility:
 - submit to Oracle with Your executed order, relevant drawings and hero image for the configuration required
 - prepare the handover documentation and relevant metadata within the Oracle Aconex Cloud Service.
- One Handover Manual (formerly Smart Manual) per System Project (for Oracle Aconex Handover Single Project this applies only to the base System Project; additional System Projects supporting the base System Project are not eligible for Handover).

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

Setup

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

- Handover application with basic setup
- One (1) upload of Your supplied hero image and up to one (1) level drill-down page with one (1) hotspot per Level (elevation) or Area (layout)

Any additional customizations (e.g., drill-downs, hotspots) will require You to acquire additional professional services through a separate order with Oracle.

Application Program Component of Cloud Service

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

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

Oracle Aconex Supplemental Terms

Additional terms specific to Your use of the Oracle Aconex Cloud Services will apply and may be found in the [Oracle Aconex Operating Model Terms](#) section of these Service Descriptions.

Disaster Recovery and Service Availability

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

Oracle Cloud Policies and Pillar Documentation

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

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

Oracle Aconex Scheduled Archive Cloud Services

Part #	Service Offering
B92439	Oracle Aconex Scheduled Archive Enterprise Cloud Service – Per 1M of Project Value Allowance
B92440	Oracle Aconex Scheduled Archive Enterprise Cloud Service – Per Hosted Named User
B91493	Oracle Aconex Scheduled Archive Single Project Cloud Service – Per 1M of Project Value
B92443	Oracle Aconex Scheduled Archive Single Project Cloud Service – Per Hosted Named User

(B91493 formerly known as Oracle Aconex Scheduled Archive Cloud Service)

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

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

- Scheduled Archive
- Single Sign-On

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

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

Usage Limits

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

- A maximum quantity of the applicable metric as identified in Your order.
- For Single Project cloud services, the quantity of the applicable metric is one of the following:
 - If sold by 1M of Project Value, the quantity equals the Project Value
 - If sold by Hosted Named User, the quantity is one of the following:
 - If You are the Project Owner, the quantity equals the number of users of the base Aconex Cloud Service as identified on Your order
 - If You are a Non-Paying Organization, the quantity equals the number of users belonging to Your organization on the applicable project
- A single Scheduled Archive will be provided to You for each active Project (in the case of Oracle Aconex Single Project, for Your active Project).
 - If Your agreement includes Your Customer Entities under extended usage rights, Your Customer Entity is eligible for the single Scheduled Archive, instead of You, as long as the Customer Entity is a participating organization on the project.
- Project must be available to You in (at least) read-only mode for extraction API to function.
- You must initiate Your scheduled archive as soon as possible, allowing enough time for all data to download to guarantee full archive delivery. Download time will depend on volume of data to be archived.
- For Oracle Scheduled Archive Enterprise Cloud Services, on completion of Your Services Period, if

Oracle Aconex Schedule Archive is not renewed, all data already downloaded remains with You and no further updates will be sent from the Oracle Aconex Cloud Service to the Oracle Aconex Schedule Archive Application Program.

- For Oracle Schedule Archive Single Project Cloud Services, on completion of Your Services Period, if Oracle Aconex Schedule Archive is not extended, or the Project is not covered by a subsequent subscription to Oracle Aconex Defect Liability Cloud Service, all data already downloaded remains with You and no further updates will be sent from the Oracle Aconex Cloud Service to the Oracle Aconex Schedule Archive Application Program.
- Single Sign-On is limited to You (being the Paying Organization) as well as, where applicable, Your affiliates that have been identified as Your affiliates in the Oracle Aconex Cloud Service.

Application Program Component of Cloud Service

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

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

Oracle Aconex Supplemental Terms

Additional terms specific to Your use of the Oracle Aconex Cloud Services will apply and may be found in the [Oracle Aconex Operating Model Terms](#) section of these Service Descriptions.

Disaster Recovery and Service Availability

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

Oracle Cloud Policies and Pillar Documentation

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

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

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

Part #: B109553

The Oracle Aconex Single Project Cloud Service, Additional System Project provides one additional System Project in support of Your order of one of the following:

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

Oracle Aconex Single Project Cloud Service, Additional System Project is in addition to the additional System Project that is available with your base Oracle Aconex Single Project Cloud Service (see Oracle Aconex Base Cloud Services or Oracle Aconex Early Access Cloud Services).

Usage Limits

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

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

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

Oracle Aconex Supplemental Terms

Additional terms specific to Your use of the Oracle Aconex Cloud Services will apply and may be found in the [Oracle Aconex Operating Model Terms](#) section of these Service Descriptions.

Disaster Recovery and Service Availability

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

Oracle Cloud Policies and Pillar Documentation

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

Oracle Aconex Tenders Single Project Cloud Services for Enterprise

Part #	Service Offering
B91336	Oracle Aconex Tenders Single Project Cloud Service for Enterprise - per 1M of Project Value
B91337	Oracle Aconex Tenders Single Project Cloud Service for Enterprise - per Hosted Named User

Usage Limits

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

- An active subscription to Oracle Aconex Core Enterprise Cloud Service.
- A maximum quantity of the applicable metric as identified in Your order.
- Files uploaded and stored in Your Oracle Aconex Cloud Service, including but not limited to documents, drawings, and photographs, must be directly related to the corresponding Project

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

Oracle Aconex Supplemental Terms

Additional terms specific to Your use of the Oracle Aconex Cloud Services will apply and may be found in the [Oracle Aconex Operating Model Terms](#) section of these Service Descriptions.

Disaster Recovery and Service Availability

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

Oracle Cloud Policies and Pillar Documentation

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

Oracle Aconex Supplier Documents Single Project Cloud Services for Enterprise

Part #	Service Offering
B91473	Oracle Aconex Supplier Documents Single Project Cloud Service for Enterprise - per 1M of Project Value
B91474	Oracle Aconex Supplier Documents Single Project Cloud Service for Enterprise - per Hosted Named User

Usage Limits

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

- An active subscription to Oracle Aconex Core Enterprise Cloud Service.
- A maximum quantity of the applicable metric as identified in Your order.
- Files uploaded and stored in Your Oracle Aconex Cloud Service, including but not limited to documents, drawings, models and photographs, must be directly related to the corresponding Project.

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

Oracle Aconex Supplemental Terms

Additional terms specific to Your use of the Oracle Aconex Cloud Services will apply and may be found in the [Oracle Aconex Operating Model Terms](#) section of these Service Descriptions.

Disaster Recovery and Service Availability

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

Oracle Cloud Policies and Pillar Documentation

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

Oracle Aconex Packages Single Project Cloud Services for Enterprise

Part #	Service Offering
B91475	Oracle Aconex Packages Single Project Cloud Service for Enterprise - per 1M of Project Value
B91476	Oracle Aconex Packages Single Project Cloud Service for Enterprise - per Hosted Named User

Usage Limits

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

- An active subscription to Oracle Aconex Core Enterprise Cloud Service.
- A maximum quantity of the applicable metric as identified in Your order.
- Files uploaded and stored in Your Oracle Aconex Cloud Service, including but not limited to documents, drawings, models and photographs, must be directly related to the corresponding Project.

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

Oracle Aconex Supplemental Terms

Additional terms specific to Your use of the Oracle Aconex Cloud Services will apply and may be found in the [Oracle Aconex Operating Model Terms](#) section of these Service Descriptions.

Disaster Recovery and Service Availability

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

Oracle Cloud Policies and Pillar Documentation

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

Oracle Aconex Field Single Project Cloud Services for Enterprise

Part #	Service Offering
B96328	Oracle Aconex Field Single Project Cloud Service for Enterprise - per 1M of Project Value
B96329	Oracle Aconex Field Single Project Cloud Service for Enterprise - per Hosted Named User

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

- Field
- Mobile (for use with Field)
- Single Sign-On

Usage Limits

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

- A maximum quantity of the applicable metric as identified in Your order.
- For Oracle Aconex Field Cloud Services with metric Hosted Named User, users assigned the Inspector or Inspector Administrator role are counted as a Hosted Named User.
- If You use Oracle Aconex Field Cloud Services in conjunction with Your use of the Oracle Aconex Core Cloud Services (as identified above) acquired by You with a Hosted Named User metric, each Oracle Aconex Field Cloud Services' Hosted Named User must also be a Hosted Named User under Your existing Oracle Aconex Core Cloud Service subscription.
- Files uploaded and stored in Your Oracle Aconex Cloud Service, including but not limited to forms and photographs, must be directly related to the corresponding Project.

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

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

- Configuration of basic layout (top of hierarchy)

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

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

Oracle Aconex Supplemental Terms

Additional terms specific to Your use of the Oracle Aconex Cloud Services will apply and may be found in the [Oracle Aconex Operating Model Terms](#) section of these Service Descriptions.

Disaster Recovery and Service Availability

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

Oracle Cloud Policies and Pillar Documentation

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

Oracle Aconex Contract Management Single Project Cloud Services for Enterprise

Part #	Service Offering
B91477	Oracle Aconex Contract Management Single Project Cloud Service for Enterprise - per 1M of Project Value
B91478	Oracle Aconex Contract Management Single Project Cloud Service for Enterprise - per Hosted Named User

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

- Contract Management
- Payment Applications
- Contract Changes

Usage Limits

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

- An active subscription to Oracle Aconex Core Enterprise Cloud Service.
- A maximum quantity of the applicable metric as identified in Your order.
- For Oracle Aconex Contract Management Cloud Services with metric Hosted Named User, each of the (i) Participants' users with access to Your Cost Workspace; and (ii) Your Users with access to the Oracle Aconex Contract Management Cloud Services, count as a Hosted Named User.
- Files uploaded and stored in Your Oracle Aconex Cloud Service, including but not limited to documents, drawings, and photographs, must be directly related to the corresponding Project.

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

Oracle Aconex Supplemental Terms

Additional terms specific to Your use of the Oracle Aconex Cloud Services will apply and may be found in the [Oracle Aconex Operating Model Terms](#) section of these Service Descriptions.

Disaster Recovery and Service Availability

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

Oracle Cloud Policies and Pillar Documentation

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

Oracle Aconex Defects Liability Single Project Cloud Service

Part #	Service Offering
B91491	Oracle Aconex Defects Liability Single Project Cloud Service - per 1M of Project Value
B91492	Oracle Aconex Defects Liability Single Project Cloud Service - per Hosted Named User

Usage Limits

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

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

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

Oracle Aconex Supplemental Terms

Additional terms specific to Your use of the Oracle Aconex Cloud Services will apply and may be found in the [Oracle Aconex Operating Model Terms](#) section of these Service Descriptions.

Disaster Recovery and Service Availability

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

Oracle Cloud Policies and Pillar Documentation

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

Oracle Aconex Online Archive Project Cloud Service – Per Gigabyte

Part #: B91345

Oracle Aconex Online Archive Project Cloud Service provides:

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

Usage Limits

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

- A maximum quantity of the applicable metric as identified in Your order.
- Read-only online archive access is granted to the Project(s) specified in Your order during the term of Your order. In addition:
 - If the project is active, access is granted to the Oracle Aconex Cloud Services that are currently active on the Project.
 - If the project is completed, access is granted to the Oracle Aconex Cloud Services that were active at the time of project completion.
- All Projects on the order must reside in the same Oracle Aconex instance.
- Single Sign-On is limited to You (being the Paying Organization) as well as, where applicable, Your affiliates that have been identified as Your affiliates in the Oracle Aconex Cloud Service.

Your Content may not include any sensitive or secret data that imposes specific data security or data transfer obligations on Oracle that are in addition to or different from those obligations specified in the Service Specifications or the order. For the avoidance of doubt, Your Content (whether You are a Paying Organization or a Non-Paying Organization) may not include any data that You would not be allowed to transfer, whether in whole or in part, outside of any territory at any time during the Agreement.

Oracle Aconex Supplemental Terms

Additional terms specific to Your use of the Oracle Aconex Cloud Services will apply and may be found in the [Oracle Aconex Operating Model Terms](#) section of these Service Descriptions.

Service Availability

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

Oracle Cloud Policies and Pillar Documentation

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

Oracle Aconex Single Project Archive – Per Gigabyte

(Formerly known as Oracle Aconex Project Archive)

Part #: B91530

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

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

Usage Limits

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

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

Your Content may not include any sensitive or secret data that imposes specific data security or data transfer obligations on Oracle that are in addition to or different from those obligations specified in the Service

Specifications or the order. For the avoidance of doubt, Your Content (whether You are a Paying Organization or a Non-Paying Organization) may not include any data that You would not be allowed to transfer, whether in whole or in part, outside of any territory at any time during the Agreement.

Application Program Component

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

Oracle Cloud Policies and Pillar Documentation

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

ORACLE ACONEX OPTIONAL CLOUD SERVICES FOR GOVERNMENT

Oracle Aconex Australian Government Connected Cost Cloud Services

Part #	Service Offering
B97143	Oracle Aconex Australian Government Connected Cost Enterprise Cloud Service - per 1M of Project Value Allowance
B97144	Oracle Aconex Australian Government Connected Cost Enterprise Cloud Service - per Hosted Named User

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

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

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

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

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

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

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

Usage Limits

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

- A maximum quantity of the applicable metric as identified in Your order.
- Your access to Oracle Aconex Australian Government Connected Cost is based on one of the following:
 - For Oracle Aconex Australian Government Connected Cost Enterprise Cloud Service with metric 1M of Project Value Allowance, You maintain an active subscription to *Oracle Aconex*

Australian Government Enterprise Cloud Service - 1M of Project Value Allowance for the entirety of the Services Period

- For Oracle Aconex Australian Government Connected Cost Enterprise Cloud Service with metric Hosted Named User, You maintain **any of** the following:
 - An active subscription to *Oracle Aconex Australian Government Enterprise Cloud Service* or *Oracle Aconex Australian Government Early Access Enterprise Cloud Service* for the entirety of the Services Period.
 - You maintain at least one active subscription to *Oracle Aconex Australian Government Single Project Cloud Service*.
 - If You are a Non-Paying Organization, You have access to at least one Oracle Aconex Australian Government Project
- For Oracle Aconex Australian Government Connected Cost Cloud Services with metric Hosted Named User:
 - Each of the (i) Participants' users with access to Your Cost Workspace; and (ii) Your Users with access to the Oracle Aconex Australian Government Connected Cost Cloud Services, are counted as a Hosted Named User.
 - Access to Oracle Aconex Australian Government Connected Cost Cloud Services by Your or a Participant's Hosted Named User is limited to the System Projects that such Hosted Named User is participating in and has access to.
- Data uploaded to Oracle Aconex must be directly related to the corresponding Project.

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

Oracle Aconex Supplemental Terms

Additional terms specific to Your use of the Oracle Aconex Cloud Services will apply and may be found in the [Oracle Aconex Operating Model Terms](#) section of these Service Descriptions.

Disaster Recovery and Service Availability

As described in the Oracle Industries Cloud Services Pillar Document, this Oracle Cloud Service has Recovery Time and Recovery Point Objectives and Target Service Availability Level as listed under [Oracle Aconex Australian Government Cloud Services](#).

Oracle Cloud Policies and Pillar Documentation

Your order for this Oracle Cloud Service is subject to the *Oracle Cloud Hosting and Delivery Policies and Industries Cloud Services Pillar Document*, which may be viewed at <https://www.oracle.com/contracts/cloud-services>.

Oracle Aconex Additional System Project for Government Single Project Cloud Services

Part #	Service Offering
B109554	Oracle Aconex Single Project Cloud Service for Australian Government, Additional System Project
B109555	Oracle Aconex Single Project Cloud Service for United States Government, Additional System Project

B109556	Oracle Aconex Single Project Cloud Service for United States Department of Defense, Additional System Project
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Each Oracle Aconex Additional System Project for Government Single Project Cloud Services offering listed above (includes Department of Defense) is in addition to the additional System Project that is available with your base Oracle Aconex Government Single Project Cloud Service (refer to the following for more information: Oracle Aconex Australian Government Cloud Services, Oracle Aconex Australian Government Early Access Cloud Services, Oracle Aconex United States Government Cloud Services, or Oracle Aconex United States Department of Defense Cloud Services for more information).

Usage Limits

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

- A maximum number of Additional System Projects as identified in Your order.
- Each Additional System Project must be directly related to the Project identified in Your original order for the base Oracle Aconex Single Project Cloud Service for Government.
- Each Additional System Project must co-terminate at the end of the Services Period of Your Oracle Aconex Single Project Cloud Service for Government, including any extensions of the Services Period.
- Use of the Additional System Project must comply with the metric, quantity, and usage limits as identified in Your active subscription for the base Oracle Aconex Single Project Cloud Service for Government.
- For B109554, *Oracle Aconex Single Project Cloud Service for Australian Government, Additional System Project*, the following are optional and, must be purchased separately as follows:
 - Applies to the following offerings only:
 - *Oracle Aconex Online Archive Cloud Service*
 - *Oracle Aconex Single Project Archive – Gigabyte*
 - For Oracle Aconex Australian Government Single Project Cloud Service (B95675 or B95676), available at end of your subscription (including extensions) to Oracle Aconex Australian Government Single Project Cloud Service
 - For Oracle Aconex Australian Government Early Access Single Project Cloud Service (B96529), available at the later of: the final Services Period of Your Oracle Aconex Australian Government Early Access Single Project Cloud Service, or, if the Project is subsequently managed through Oracle Aconex Australian Government Single Project Cloud Service, the final Services Period of Your Oracle Aconex Australian Government Single Project Cloud Service, including extensions.
- For Your Oracle Aconex Single Project Cloud Service for Government with metric Hosted Named User, each unique User participating in the additional System Project but not participating in the primary System Project will count towards the maximum quantity as identified in Your Oracle Cloud Services order.

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

Pre-Requisite Cloud Services

Refer to the following for the applicable pre-requisites.

- For Oracle Aconex Single Project Cloud Service for Australian Government, Additional System Project (B109554), the pre-requisite is one of the following:
 - B95675, Oracle Aconex Australian Government Single Project Cloud Service - per 1M of Project Value
 - B95676, Oracle Aconex Australian Government Single Project Cloud Service - per Hosted Named User
 - B96529, Oracle Aconex Australian Government Early Access Single Project Cloud Service - 1M of Project Value
- For Oracle Aconex Single Project Cloud Service for United States Government, Additional System Project (B109555), the pre-requisite is one of the following:
 - B97138, Oracle Aconex United States Government Single Project Cloud Service - per 1M of Project Value
 - B97139, Oracle Aconex United States Government Single Project Cloud Service - per Hosted Named User
- For Oracle Aconex Single Project Cloud Service for United States Department of Defense, Additional System Project (B1095546), the pre-requisite is one of the following:
 - B91494, Oracle Aconex United States Department of Defense Single Project Cloud Service - per 1M of Project Value
 - B91495, Oracle Aconex United States Department of Defense Single Project Cloud Service - per Hosted Named User

Oracle Aconex Supplemental Terms

Additional terms specific to Your use of the Oracle Aconex Cloud Services will apply and may be found in the [Oracle Aconex Operating Model Terms](#) section of these Service Descriptions.

Disaster Recovery and Service Availability

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

Oracle Cloud Policies and Pillar Documentation

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

ORACLE CONJECT CLOUD SERVICES

Oracle conjectPM Enterprise Cloud Service (Europe Only) – Per 1M of Project Value

Part #: B91623

Usage Limits

This Oracle Cloud Service is dedicated to production use only and is subject to usage limits based on:

- A maximum quantity of Project Value as identified in Your order.
- Notwithstanding the metric definition for 1M of Project Value, the maximum quantity is defined as the aggregate Project value of each Project managed on the Cloud Service during the Services Period of Your order.
- Files uploaded and stored in Oracle conjectPM, including but not limited to documents, drawings, and photographs, must be directly related to the corresponding Oracle conjectPM Project.

Users

Where you are inviting users to Your Project environments within Oracle conjectPM Cloud Services, the following terms shall apply:

1. You may invite third party organizations and their users to access the Oracle Cloud Services (“Conject Participants”) subject to the terms of the applicable order and provided that the Conject Participants’ users (including any party subsequently invited by same, if such functionality is available) will be Users. You are responsible for the Conject Participants and Users’ use of the Cloud Services and compliance with, and breach of, the terms of the Agreement and the applicable order. You acknowledge and agree, and shall ensure that all Conject Participants and Users acknowledge and agree, that Conject Participants and Users do not have any claims or rights against Oracle and You shall indemnify Oracle against any claim by a Conject Participant or User related to their use of the Cloud Services under the applicable order or Oracle’s provision of same.
2. You hereby authorize Oracle to allow Conject Participants to (i) retrieve Your Content that their Users uploaded, transmitted or received through the Oracle Cloud Services in accordance with the Service Specifications; and (ii) acquire archive services for Your Content directly from Oracle. Nothing in this section shall obligate Oracle to provide archive services to any party.
3. You acknowledge and agree that:
 - (a) all rights and obligations under the Data Processing Agreement, including providing instructions to Oracle, are exercisable exclusively by You. Notwithstanding the foregoing, You further acknowledge and agree that (i) should Oracle receive any instructions directly from the Conject Participants, such instructions will be considered made by You, and (ii) Oracle has no obligation to ensure the compatibility or accuracy of such instructions with any other instructions received from You, and Oracle is not responsible for the effect of any conflicting instructions;
 - (b) a User may be directly disabled from the Project environment and/or the Cloud Services by a Conject

Participant; and

(c) For the purposes of archive services or data retrieval under the Service Specifications, there may be data or content within Your Content that is not visible or available to You.

Disaster Recovery and Service Availability

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

Recovery Time Objective (RTO)	Recovery Point Objective (RPO)	Target Service Availability Level
12 hours	1 hour	99.5%

The Target Service Availability Level does not apply in the event of a major disaster, as declared by Oracle, that leads to loss of a data center and corresponding service unavailability, or a national or global emergency or during Unplanned Downtime. Unplanned Downtime is described in the applicable Oracle Cloud Policies and Pillar Documentation referenced below. The RTO and RPO do not apply to customizations or third party software.

Oracle Cloud Policies and Pillar Documentation

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

Oracle connectPM Cloud Services (Europe Only) – Per Hosted Named User

Part #	Service Offering
B91625	Oracle connectPM Enterprise Cloud Service (Europe Only) – Per Hosted Named User
B91626	Oracle connectPM Single Project Cloud Service (Europe Only) – Per Hosted Named User

Usage Limits

This Oracle Cloud Service is dedicated for production use and is subject to usage limits based on:

- A maximum quantity of users as identified in Your order.
- Files uploaded and stored in Oracle connectPM, including but not limited to documents, drawings, and photographs, must be directly related to the corresponding Oracle connectPM Project.
- You acknowledge and agree that certain aspects of the Agreement, in particular the retention, retrieval and data deletion practices contained in the Oracle Cloud Hosting and Delivery Policies, Industries Cloud Services Pillar Document and the Data Processing Agreement, may not apply to You if You are using the Oracle connectPM Cloud Services to access a Project environment within Oracle connectPM Cloud Services that is administered or belongs to a party other than You.

Users

Where you are inviting users to Your Project environments within Oracle connectPM Cloud Services, the following terms shall apply:

1. You may invite third party organizations and their users to access the Oracle Cloud Services (“Conject Participants”) subject to the terms of the applicable order and provided that the Conject Participants’ users (including any party subsequently invited by same, if such functionality is available) will be Users. You are responsible for the Conject Participants and Users’ use of the Cloud Services and compliance with, and breach of, the terms of the Agreement and the applicable order. You acknowledge and agree, and shall ensure that all Conject Participants and Users acknowledge and agree, that Conject Participants and Users do not have any claims or rights against Oracle and You shall indemnify Oracle against any claim by a Conject Participant or User related to their use of the Cloud Services under the applicable order or Oracle’s provision of same.
2. You hereby authorize Oracle to allow Conject Participants to (i) retrieve Your Content that their Users uploaded, transmitted or received through the Oracle Cloud Services in accordance with the Service Specifications; and (ii) acquire archive services for Your Content directly from Oracle. Nothing in this section shall obligate Oracle to provide archive services to any party.
3. You acknowledge and agree that:
 - (a) all rights and obligations under the Data Processing Agreement, including providing instructions to Oracle, are exercisable exclusively by You. Notwithstanding the foregoing, You further acknowledge and agree that (i) should Oracle receive any instructions directly from the Conject Participants, such instructions will be considered made by You, and (ii) Oracle has no obligation to ensure the compatibility or accuracy of such instructions with any other instructions received from You, and Oracle is not responsible for the effect of any conflicting instructions;

(b) a User may be directly disabled from the Project environment and/or the Cloud Services by a Conject Participant; and

(c) For the purposes of archive services or data retrieval under the Service Specifications, there may be data or content within Your Content that is not visible or available to You.

Disaster Recovery and Service Availability

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

Recovery Time Objective (RTO)	Recovery Point Objective (RPO)	Target Service Availability Level
12 hours	1 hour	99.5%

The Target Service Availability Level does not apply in the event of a major disaster, as declared by Oracle, that leads to loss of a data center and corresponding service unavailability, or a national or global emergency or during Unplanned Downtime. Unplanned Downtime is described in the applicable Oracle Cloud Policies and Pillar Documentation referenced below. The RTO and RPO do not apply to customizations or third party software.

Oracle Cloud Policies and Pillar Documentation

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

Oracle coniectPM Project Archive (Europe Only)

Part #: B91636

Oracle coniectPM Project Archive (Europe Only) provides an electronically delivered read-only off-line archive of Your Content (limited to Transmitted Communications, published Processes and Registered Documents) for a Project's environment on the Oracle Coniect Cloud Services.

Usage Limits

The Oracle coniectPM Project Archive (Europe Only) is subject to usage limits based on:

- Project(s) archive, based on the Project(s) identified in Your order.
- Each Project must be available to You in read-only mode (at a minimum) for extraction to occur.
- If a Project is closed, it can be re-opened, provided Oracle still holds Your Content in accordance with the Oracle Cloud Hosting and Delivery Policies and Industries Cloud Services Pillar Document.
- The link to initiate each Project archive download is sent to You only after:
 - an archive order provided by Oracle is executed.
 - It is Your responsibility to obtain authorization(s) from each of the parties whose data or content is included in each Project archive and Oracle may require you to provide evidence of same. Oracle is not responsible to collect or verify such authorization nor is Oracle liable to You or any third party if Oracle provides You with the Project archive after receiving no or incomplete authorizations. Notwithstanding any authorizations provided to Oracle (either directly by You or any third party), You continue to represent and warrant that You have all the rights, consents and authorization to receive the archive service, data and content contained in the Project archive. You agree to fully indemnify Oracle for any claim by any party related to a breach of this section or Oracle's provision of the archive service, data or content to You.
 - Payment for the Project archive is complete.
- Upon receipt of the download link, You must initiate Your Project archive download as soon as possible and complete it within 30 days, after which, the download link will no longer function. You will need to re-purchase the archive in order for the Project to be re-opened and a new link generated.
- Oracle warrants that the Oracle coniectPM Project Archive will operate in all material respects as described in Service Specifications for a period of 60 days after delivery of the link. If the Oracle coniectPM Project Archive was not performed as warranted, You must promptly provide written notice to Oracle that describes the deficiency in the Oracle coniectPM Single Archive (including, as applicable, the service request number notifying Oracle of such deficiency).

Application Program Component

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

Oracle Cloud Policies and Pillar Documentation

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

Oracle coniectPC Single Project Archive

Part #: B92202

Oracle coniectPC Single Project Archive provides an electronically delivered read-only off-line archive of Your Content (limited to the published processes and documents accessible by You) for a Project's environment on the Oracle Coniect Cloud Services. The archive may potentially contain other data, published processes and documents related to other parties that have been classified as 'public' in the applicable Project's environment on the Oracle Coniect Cloud Services.

Usage Limits

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

- A Single Project archive, based on the Project identified in Your order.
- The link to initiate the Project archive download is sent to You only after payment is received.
- You represent and warrant that You have all the rights, consents and authorization to receive the archive service, data and content provided pursuant to the applicable order. You agree to fully indemnify Oracle for any claim by any party related to a breach of this section or Oracle's provision of the archive service, data or content to You.
- Project must be available to You in read-only mode (at a minimum) for extraction to occur.
- If a Project is closed, it can be re-opened, provided Oracle still holds Your Content.
- Upon receipt of the download link, You must initiate Your Project Archive download as soon as possible and complete it within 60 days, after which, the download link will no longer function.
- If the download is not completed within 60 days of receipt of the download link, You will need to re-purchase the archive in order for the Project to be re-opened and a new link generated.
- Oracle warrants that the Oracle coniectPC Single Project Archive will operate in all material respects as described in Service Specifications for a period of 90 days after delivery of the link. If the Oracle coniectPC Single Project Archive was not performed as warranted, You must promptly provide written notice to Oracle that describes the deficiency in the Oracle coniectPC Single Project Archive (including, as applicable, the service request number notifying Oracle of such deficiency).

Application Program Component

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

Oracle Cloud Policies and Pillar Documentation

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

APPENDIX 1

Aconex Add-On Cloud Services - Legacy

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

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

Legacy Part Number	Aconex Part Description	For Service Description, Refer To:
B91753	Aconex API's - Corporate – Each	Oracle Aconex Base Cloud Services (applicable to APIs only)
B91947	Aconex API's - Single Project – Each	
B91767	Aconex Model Management - Explore - Corporate - Each	Oracle Aconex Base Cloud Services (applicable to Model Explore only)
B91949	Aconex Model Management - Explore - Single Project - Each	
B91760	Aconex Checklists - Base Framework - Customer	Oracle Aconex Base Cloud Services (applicable to Field only)
B91801	Aconex Checklists - Base Framework - Limited User - Hosted Named User	
B91758	Aconex Checklists - Corporate - Limited User - Hosted Named User	
B91759	Aconex Checklists - Corporate - PVA - 1M of Project Value Allowance	
B91756	Aconex Checklists - Foundations - Limited User - Hosted Named User	
B91761	Aconex Checklists - Project - Limited User - Hosted Named User	
B91762	Aconex Checklists - Project - PV - 1M of Project Value	
B91763	Aconex Connected BIM - Corporate - Each	Oracle Aconex Model Coordination Cloud Services
B91948	Aconex Connected BIM - Single Project – Each	
B91770	Aconex Connected Cost Contract Management - Base Framework - Customer	Oracle Aconex Base Cloud Services (applicable to Contract Management only)
B91764	Aconex Connected Cost Contract Management - Base Framework - Limited User - Hosted Named User	
B91768	Aconex Connected Cost Contract Management - Corporate - Limited User - Hosted Named User	
B91769	Aconex Connected Cost Contract Management - Corporate - PVA - 1M of Project Value Allowance	
B91771	Aconex Connected Cost Contract Management - Project - Limited User - Hosted Named User	
B91772	Aconex Connected Cost Contract Management - Project - PV - 1M of Project Value	

B91775	Aconex Connected Cost Project Control - Base Framework - Customer	Oracle Aconex Connected Cost Cloud Services
B91780	Aconex Connected Cost Project Control - Base Framework - Limited User- Hosted Named User	
B91773	Aconex Connected Cost Project Control - Corporate - Limited User - Hosted Named User	
B91774	Aconex Connected Cost Project Control - Corporate - PVA - 1M of Project Value Allowance	
B91776	Aconex Connected Cost Project Control - Project - Limited User - Hosted Named User	
B91777	Aconex Connected Cost Project Control - Project - PV - 1M of Project Value	
B91755	Aconex Connected Cost Project Control with EVM - Base Framework - Customer	
B91802	Aconex Connected Cost Project Control with EVM - Base Framework - Limited User - Hosted Named User	
B91765	Aconex Connected Cost Project Control with EVM - Corporate - Limited User - Hosted Named User	
B91834	Aconex Connected Cost Project Control with EVM - Corporate - PVA - 1M of Project Value Allowance	
B91766	Aconex Connected Cost Project Control with EVM - Project - Limited User - Hosted Named User	
B91757	Aconex Connected Cost Project Control with EVM - Project - PV - 1M of Project Value	
B91791	Aconex Defects Liability - Base Framework - Customer	
B91789	Aconex Defects Liability - Corporate - Limited User - Hosted Named User	
B91790	Aconex Defects Liability - Corporate - PVA - 1M of Project Value Allowance	
B91781	Aconex Defects Liability - Foundations - PVA - 1M of Project Value Allowance	
B91792	Aconex Defects Liability - Project - Hosted Named User	
B91793	Aconex Defects Liability - Project - PV - 1M of Project Value	
B91798	Aconex Enterprise Cloud Service - Each	Oracle Aconex Summary
B91814	Aconex Field - Base Framework – Customer	Oracle Aconex Base Cloud Services (applicable to Field only)
B91833	Aconex Field - Base Framework - Limited User - Hosted Named User	
B91812	Aconex Field - Corporate - Limited User - Hosted Named User	
B91813	Aconex Field - Corporate - PVA - 1M of Project Value Allowance	
B91836	Aconex Field - Foundations - Limited User- Hosted Named User	
B91815	Aconex Field - Project - Limited User - Hosted Named User	
B91816	Aconex Field - Project - PV - 1M of Project Value	
B91819	Aconex Field Forms - Base Framework – Customer	
B91754	Aconex Field Forms - Base Framework - Limited User - Hosted Named User	

B91817	Aconex Field Forms - Corporate - Limited User - Hosted Named User	
B91818	Aconex Field Forms - Corporate - PVA - 1M of Project Value Allowance	
B91835	Aconex Field Forms - Foundations - Limited User - Hosted Named User	
B91820	Aconex Field Forms - Project - Limited User - Hosted Named User	
B91821	Aconex Field Forms - Project - PV - 1M of Project Value	
B91830	Aconex Model Management - Coordinate - Base Framework – Customer	Oracle Aconex Model Coordination Cloud Services
B91828	Aconex Model Management - Coordinate - Corporate - Limited User - Hosted Named User	
B91829	Aconex Model Management - Coordinate - Corporate - PVA - 1M of Project Value Allowance	
B91831	Aconex Model Management - Coordinate - Project - Limited User - Hosted Named User	
B91832	Aconex Model Management - Coordinate - Project - PV - 1M of Project Value	
B91841	Aconex Online Archive - Base Framework – Customer	Oracle Aconex Online Archive Project Cloud Service – Per Gigabyte
B91838	Aconex Online Archive - Corporate - Limited User - Hosted Named User	
B91839	Aconex Online Archive - Corporate - PVA - 1M of Project Value Allowance	
B91840	Aconex Online Archive - Each	
B91837	Aconex Online Archive - Foundations - PVA - 1M of Project Value Allowance	
B91842	Aconex Online Archive - Project - Limited User - Hosted Named User	
B91843	Aconex Online Archive - Project - PV - 1M of Project Value	
B91846	Aconex Packages - Base Framework - Customer	Oracle Aconex Base Cloud Services (applicable to Packages only)
B91844	Aconex Packages - Corporate - Limited User - Hosted Named User	
B91845	Aconex Packages - Corporate - PVA - 1M of Project Value Allowance	
B91847	Aconex Packages - Project - Limited User - Hosted Named User	
B91848	Aconex Packages - Project - PV - 1M of Project Value	
B92428	Aconex Scheduled Archive - Base Framework - Customer	Oracle Aconex Scheduled Archive Cloud Services
B92429	Aconex Scheduled Archive - Corporate - Limited User - Hosted Named User	
B92427	Aconex Scheduled Archive - Corporate - PVA - 1M of Project Value Allowance	
B92431	Aconex Scheduled Archive - Project - Limited User - Hosted Named User	
B92430	Aconex Scheduled Archive - Project - PV - 1M of Project Value	
B91942	Aconex Single Project Cloud Service - Each	Oracle Aconex Summary

B92297	Aconex Smart Manuals - Base Framework - Customer	Oracle Aconex Handover Cloud Service
B91853	Aconex Smart Manuals - Corporate - Limited User - Hosted Named User	
B91854	Aconex Smart Manuals - Corporate - PVA - 1M of Project Value Allowance	
B91855	Aconex Smart Manuals - Project - Limited User - Hosted Named User	
B91856	Aconex Smart Manuals - Project - PV - 1M of Project Value	
B92298	Aconex Supplier Documents - Base Framework - Customer	Oracle Aconex Base Cloud Services (applicable to Supplier Documents only)
B91857	Aconex Supplier Documents - Corporate - Limited User - Hosted Named User	
B91858	Aconex Supplier Documents - Corporate - PVA - 1M of Project Value Allowance	
B91859	Aconex Supplier Documents - Project - Limited User - Hosted Named User	
B91860	Aconex Supplier Documents - Project - PV - 1M of Project Value	
B92295	Aconex Tenders - Base Framework - Customer	Oracle Aconex Base Cloud Services (applicable to Tenders only)
B91861	Aconex Tenders - Corporate - Limited User - Hosted Named User	
B91862	Aconex Tenders - Corporate - PVA - 1M of Project Value Allowance	
B91799	Aconex Tenders - Foundations - PVA - 1M of Project Value Allowance	
B91863	Aconex Tenders - Project - Limited User - Hosted Named User	
B91864	Aconex Tenders - Project - PV - 1M of Project Value	
B92296	Aconex Workflows - Base Framework - Customer	Oracle Aconex Base Cloud Services (applicable to Workflows only)
B91865	Aconex Workflows - Corporate - Limited User - Hosted Named User	
B91866	Aconex Workflows - Corporate - PVA - 1M of Project Value Allowance	
B91803	Aconex Workflows - Foundations - PVA - 1M of Project Value Allowance	
B91867	Aconex Workflows - Project - Limited User - Hosted Named User	
B91868	Aconex Workflows - Project - PV - 1M of Project Value	