



ORACLE

CONSTRUCTION AND ENGINEERING ON-PREMISES PROFESSIONAL SERVICES

Service Descriptions

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Part #B93431

1. Description of Services

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

- 1) Investigating and responding to interface issues reported by You.
- 2) Performing assistance to restore interrupted or failed interface service.

2. Customer Obligations and Assumptions

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

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

A. Customer Obligations:

- 1) If the Services are provided for on premise Products, maintain the properly configured software and hardware/operating system platform to support the Services.
- 2) If the Services are provided for on premise Products, obtain licenses under separate contract for any necessary Oracle software and hardware programs before the commencement of Services.
- 3) If the Services are provided for on premise Products, maintain annual technical support for the Oracle software and hardware with access to software patches and updates made available by Oracle under separate contract throughout the term of the Services.
- 4) If the Services are provided in an Oracle hosted cloud environment, obtain Cloud Services under separate contract prior to the commencement of services under this order and maintain such Cloud Services for the duration of the Services provided under this order.
- 5) Limit Oracle’s access to production environments, shared development environments, and personal information to the extent necessary for Oracle to perform Services.

- 6) Provide Oracle with full access to data structures, data, relevant documentation, applications, databases, artifacts and the functional, technical and business resources with adequate skills and knowledge as required by Oracle to support the performance of Services.
- 7) Report all issues to Oracle Support via the Oracle HelpDesk procedure.
- 8) Provide and/or support all third-party software, hardware, or applications (including Application Programming Interfaces) that may affect the interface service or performance of Services.
- 9) You are responsible for regression testing of Your interface for any upgrade of the following: Primavera Unifier, Primavera P6, Oracle Primavera, Oracle Aconex, or Textura TPM upgrade.

B. Assumptions:

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

3. Expenses

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

4. Professional Services Period

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

5. Project Management

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