ORACLE

Construction & Engineering Global Business Unit

Oracle Textura Cloud Service Descriptions and Metrics

Effective Date: 12-December-2024

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METRIC DEFINITIONS

1M of Net Billings Allowance is defined as one million U.S. dollars (or the equivalent amount in local currency stated in the order) of the maximum cumulative Net Billings of all Projects managed by You covered by Your order.

Approved Net Invoice Amount is defined as the amount equal to the sum approved for payment by the Buyer on such Approved Invoice, including all taxes, duties and levies, but excluding any retainage, discounts, credits or other allowances which may have been applied by the Buyer (other than a Settlement Fee for early payment in the Textura Payment Accelerator Cloud Service).

Contract is defined as a formal and legally binding agreement to provide goods or services as part of a Project. Parties within a Project can have multiple Contracts covering different areas of scope on the same Project.

Contract Value is defined as the value of the Contract entered into the Oracle Cloud Service by a General Contractor, plus any change orders that may increase or decrease the initial Contract Value, accepted by the Subcontractor for services performed over duration of a Project. However, if the Contract Value so computed is less than the amount of the Contract that has not been paid as of the date of its entry into the Oracle Cloud Service, then the Contract Value shall equal the amount of the Contract that has not been paid as of such date. The Contract Value excludes any amounts paid before the Contract was added to the Oracle Cloud Service.

Customer is defined as the customer entity specified on an order. The application may not be used or accessed for the business operations of any third party, including but not limited to external customers, partners, contractors, or affiliates.

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

GLOSSARY OF TERMS

Buyer is a party (including a general contractor coordinating work of multiple subcontractors on behalf of an owner of a Project) that Supplier has an independent business relationship with under which Supplier provides Buyer goods and/or services.

Covered Project is defined as a project designated through Covered Project Pricing in which its value includes both the Covered Project and any qualifying project(s). A Covered Project enables an organization to associate projects across their own or multiple organizations and choose whether the entire project fee will be assessed to the parent project, or if the child project(s) pays their own fee(s).

Covered Project Pricing is defined as a set of projects which includes a designated Covered Project with waived contract fee(s) and qualifying project(s) associated with the waived contract(s). Covered Project Pricing prevents double-counting the project value.

Electronic Funds Transfer (EFT) is the electronic transfer of money over an online network. Electronic funds transfers can be performed between the same bank or between one bank and another bank and can be accomplished with several different types of payment systems.

Some examples of country specific local terms are listed below:

- **Automated Clearing House (ACH)** is an electronic network for financial transactions in the United States. ACH processes large volumes of credit and debit transactions in batches. ACH credit transfers include direct deposit, payroll and vendor payments.

- **Bankers Automated Clearing Services (BACS)** is an electronic system used in the United Kingdom to make payments directly from one bank account to another. They are mainly used for Direct Debits and direct credits from organizations. The service is operated and managed by Bacs Payment Schemes Limited.

- **EFT Canada** is a provider of advanced electronic payment services and tools for small and medium-sized businesses, including credit unions, merchants, ISOs, and other companies. EFT removes funds from one account and sends the immediate payment to someone else. EFT verifies that the funds are in the account before withdrawing them, if there are not sufficient funds, EFT will not work.

- **Bulk Electronic Clearing System (BECS)** is a system commonly used in Australia by businesses to make recurring, automated payments to and from everyday transaction accounts. Electronic funds transfer codes are used in Australia. The EFT code is used to ensure that the payment is posted to the correct client account and for the correct payment type. This code may vary from account to account.

General Contractor (also known as but not limited to **Main Contractor, Head Contractor, Prime Contractor** and **Chief Contractor**) is responsible for the day-to-day oversight of a construction site, management of vendors and trades, and the communication of information to

all involved parties throughout the course of a building project, also defined as a business or person that coordinates work of multiple Subcontractors on behalf of an Owner for a Project.

Owner is defined as the party who is paying for and using the constructed building.

Project is defined as a temporary collaboration initiated by a company and potentially including participants from other companies, to accomplish a singular goal with a defined scope, budget, and schedule.

Subcontractor is defined as a business or person that carries out work for a General Contractor as part of a Project.

Supplier is an individual, subcontractors and/or entity who supplies goods and/or services to a Buyer.

ORACLE TEXTURA CLOUD SERVICES – SERVICE DESCRIPTIONS

Textura Payment Management Cloud Services – Per Project Value

Part #: B88698

Oracle will provide You with access to the Textura Payment Management System to manage the Project payment process.

For each Project, you may elect to activate the Cloud Service based on the Project Activation and Billing below. You may be able to activate the following eligible services, as specified in Your order:

- Textura Payment Management Project Cloud Service, and/or
- Textura Payment Management Project Plus Subcontractor Cloud Service

Project Activation and Billing

During the Services Period of Your order, You may add new Projects to the Cloud Service. Your order will include a Project fee schedule ("Fee Schedule") which identifies the Project fee applicable to any new Project added to the Cloud Service during the Services Period. The Fee Schedule establishes the applicable fee for each Project based on following two criteria:

1. The Project Value band based on the greater of a) the amount entered or b) the total subcontract value of the Project, exclusive of any VAT that may be applicable, OR upon mutual agreement between You and Oracle by one of the following options.

    i.   Qualifying projects can be charged as a single, aggregate project, referred to as Project Aggregation Pricing, based on the greater of a) the aggregated amount entered or b) the aggregated total subcontract value of the projects, excluding VAT that may be applicable. You do not have the ability to designate Project Aggregation Pricing during project setup and will have to work with your Textura Payment Management Client Services representative to pursue this option.

    ii.   Qualifying subcontracts, which are issued to a wholly owned entity of the General Contractor/Owner, referred to as Subcontract to Self Pricing, can have the Contract Fee waived. You do not have the ability to designate Subcontract to Self Pricing during subcontract setup and will have to work with your Textura Payment Management Client Services representative to pursue this option.

    iii.   The Covered Project Pricing for qualifying projects that can be charged as a single, Covered Project will be based on the greater of a) the project amount entered for the Covered Project or b) the aggregated total subcontract value of the Covered Project including subcontract(s) with a waived contract fee

covering the value of the qualified project(s), excluding VAT that may be applicable. You do not have the ability to designate Covered Project Pricing during project setup and will have to work with your Textura Payment Management Client Services representative to pursue this option.

2. The type of billing model You choose, as detailed below:

   i. *Textura Payment Management Project Cloud Service (Part #B88700)* – If selected, You elect to pay only for Your own access to the Cloud Service as Owner or General Contractor. Your Subcontractor(s) would purchase Textura Subcontractor Payment Management Cloud Service for their own use.

   ii. *Textura Payment Management Project Plus Subcontractor Cloud Service (Part #B88701)* – If selected, You elect to prepay for Your Subcontractors' access of the Cloud Service in addition to the access as Owner or General Contractor.

   iii. When setting up each Project in the Cloud Service You will be given the ability to select the applicable billing option.

Project fees will begin to accrue at the time of Project creation in the Cloud Service and entitle you to access the Cloud Service for the life of the Project. Project fees are reconciled if, based on the Fee Schedule of Your order, changes to the actual Project Value place the Project in a different Project fee band than the band You were invoiced for originally or as the result of a previous reconciliation. If a reconciliation is required, additional fees or a credit shall be applied on Your next billing cycle based on the difference between the new Project fee band and the Project fee band you were invoiced for originally or as part of a previous reconciliation. For avoidance of doubt, any existing Projects will be governed by the fee schedule at the time of initial Project set-up. Charges for all usage will be billed in arrears and are subject to the payment terms in Your Agreement.

The Services Period identified on the order reflects the validity period of Your rate card. The Services Period in the Agreement applies to an active Project in the Cloud Service. For clarity, the Services Period and applicability of the Agreement may extend beyond the Service Period identified in the order.

In determining the Project fee, each Project Value band in the Fee Schedule is inclusive of the Band Ends amount and begins at any value greater than the Band Begins value.

Owner Invitations

If You receive an invitation from a Textura Payment Management Owner to be the General Contractor for a selected Project, the invitation will state if payment of invoices is the Owner's responsibility or Your responsibility. Fees are based on the Owner's Project Fee Schedule.

If the invitation states invoices will be Your responsibility and You accept the contract, Your access to the Cloud Service may be suspended due to Your non-payment or other breach of Your Agreement with Oracle for the Cloud Service. Oracle reserves all rights under the Agreement between You and Oracle due to Your non-payment or other breach of Your Agreement.

Support Services

During the Services Period of Your Order you are entitled to the following services for the Textura Payment Management Services:

- Support during implementation and for the remainder of Your Service Period
- Assistance in configuring integration between Your accounting system and Oracle Textura Payment Management
- Training and on-boarding of Your staff on the Project
- If paying for Your Subcontractors, training and on-boarding Your Subcontractors on the Project

For more details on Support Services referenced above, refer to the Program Documentation.

The above services are supplemental to the *Oracle Cloud Policies and Pillar Documentation*.

Oracle Textura Supplemental Terms

You will establish EFT terms separately, and You may leverage the Textura Payment Management Cloud Service (TPM Cloud Services) for the electronic exchange of conditional and unconditional lien waivers. Additional terms specific to Your use of the TPM Cloud Services will apply and may be found in Appendix 1 to these Service Descriptions.

Disaster Recovery and Service Availability

As described in the Oracle Global Business Unit Cloud Services Pillar Document, this Oracle Cloud Service has the following Recovery Time and Recovery Point Objectives and Target Service Availability Level for the Production Environment:

Recovery Time Objective (RTO)	Recovery Point Objective (RPO)	Target System Availability Level
4 hours	30 minutes	99.5%

The Target System Availability Level does not apply in the event of a declared disaster.

Oracle Cloud Policies and Pillar Documentation:

Your order is subject to the Oracle Cloud Hosting and Delivery Policies and Oracle GBU Cloud Services Pillar Document, which may be viewed at www.oracle.com/contracts.

Textura Payment Management Enterprise Cloud Service – Per 1M of Net Billings Allowance

Part #: B92997

Oracle will provide You with access to the Textura Payment Management System to manage the Project payment process.

Usage Limits: The Textura Payment Management Enterprise Cloud Service is subject to usage limits based on:

- Unlimited projects, change orders, and subcontractors up to a maximum quantity of 1M of Net Billings Allowance (NBA) as identified in Your order.
- During Your Services Period, NBA contribution from each Project is the greater of a) Total approved Subcontractor invoices OR b) Your net billings amount to the Owner (which equals 'Total Completed and Stored to Date' minus 'Retention Balance')
  - o Qualifying projects can be charged as a single, aggregate project, referred to as Project Aggregation Pricing, based on the greater of a) the aggregated Total approved Subcontractor invoices or b) the aggregated net billings amount to the Owner of the projects, excluding VAT which may be applicable. You do not have the ability to designate Project Aggregation Pricing during project setup and will have to work with your Textura Payment Management Client Services representative to pursue this option.
- The NBA contribution source and amount is calculated automatically each day. The amount from each project is exclusive of any VAT that may be applicable.
- The following events occur at each defined threshold:
  - o When 75% of Net Billings Allowance is consumed during the term of Your agreement:
    - Notification will be delivered to Your TPM Enterprise Administrators indicating the remaining Net Billings Allowance and end date of Your Services Period.
  - o When 90% of Net Billings Allowance is consumed during the term of Your agreement:
    - Notification will be delivered to Your TPM Enterprise Administrators indicating the remaining Net Billings Allowance and end date of Your Services Period.
  - o When 100% of Net Billings Allowance is consumed during the term of Your agreement:
    - Notification will be delivered to Your TPM Enterprise Administrators indicating the currently consumed Net Billings Allowance and end date of

Your Services Period.
- The notice will also indicate that a 60-day grace period has begun where by, at the end of the grace period, if you are still out of compliance, access to Your TPM Enterprise projects will be blocked.
- If net billings changes during the 60-day grace period, such that the Net Billings Allowance is no longer exceeding the quantity as identified in Your order, the grace period is removed and the subscription returns to active status.

- Subject to You executing an order or amendment with Oracle, You may increase the NBA during the Services Period of Your order and the additional fee for the NBA increase will be based on the monthly unit net price of Your most recent order.
- Consumption of NBA for each Project will be calculated in the local currency of the Project and translated to the currency of Your Order at the spot rate used by Oracle at the conclusion of each month.

Grace Period Obligations

If Your net billings exceeds the NBA as identified in Your order and the 60-day grace period commences, You agree to one of the following:

- Executing an order or amendment with Oracle to increase the NBA during the Services Period of Your order and the additional fee for the NBA increase will be based on the monthly unit net price of Your most recent order.
- If You do not execute an order or amendment with Oracle to increase the NBA, you agree to pay an additional fee for any excess NBA consumed above the NBA identified in Your order. The additional fee will be based on the monthly unit net price of Your most recent order.

Support Services

During the Services Period of Your Order, you are entitled to the following services for the Textura Payment Management Services:
- Support during implementation and for the remainder of Your Service Period
- Assistance in configuring integration between Your accounting system and Oracle Textura Payment Management
- Training and on-boarding of Your staff on the Project
- If paying for Your Subcontractors, training and on-boarding Your Subcontractors on the Project

For more details on Support Services referenced above, refer to the Program Documentation.

The above services are supplemental to the *Oracle Cloud Policies and Pillar Documentation*.

Oracle Textura Supplemental Terms

You will establish EFT terms separately, and You may leverage the Textura Payment Management Cloud Service (TPM Cloud Services) for the electronic exchange of conditional and unconditional lien waivers. Additional terms specific to Your use of the TPM Cloud Services will apply and may be found in Appendix 1 to these Service Descriptions.

Disaster Recovery and Service Availability

As described in the Oracle Global Business Unit Cloud Services Pillar Document, this Oracle Cloud Service has the following Recovery Time and Recovery Point Objectives and Target Service Availability Level for the Production Environment:

Recovery Time Objective (RTO)	Recovery Point Objective (RPO)	Target System Availability Level
4 hours	30 minutes	99.5%

The Target System Availability Level does not apply in the event of a declared disaster.

Oracle Cloud Policies and Pillar Documentation:

Your order is subject to the Oracle Cloud Hosting and Delivery Policies and Oracle GBU Cloud Services Pillar Document, which may be viewed at www.oracle.com/contracts.

Textura Payment Accelerator Cloud Service – Per Approved Net Invoice Amount

Part #: B93715

Oracle will provide You with access to the Textura Payment Accelerator Cloud Service ("Payment Accelerator") which grants you the ability to offer early payments to Subcontractors who are active participants in the same Textura Payment Management Project.

Usage Limits:

- You are required to secure a Funder and You permit Oracle access to Your applicable account with the Funder in order to execute Payment Accelerator transactions through the Cloud Service.
- If offered by You for a given Textura Payment Management Project, Your Subcontractors have the option to enroll in the Payment Accelerator program through Textura Payment Management to expedite payments from You to them.
- If enrolled, you are granting the rights for the Subcontractor to receive early settlement of its approved invoice(s).
- Payment Accelerator is available to Subcontractors on a per Invoice basis.

Oracle Textura Supplemental Terms
You will establish EFT terms separately, and You may leverage the Textura Payment Accelerator Cloud Service for the electronic exchange of conditional and unconditional lien waivers. Additional terms specific to Your use of the Textura Payment Accelerator Cloud Services will apply. Applicable terms may be found in Appendix 1 to these Service Descriptions.

Billing

Fees accrue per billing cycle based on Your aggregate Approved Net Invoice Amount across all applicable invoices for the Textura Payment Accelerator Cloud Service. The fee per billing cycle is determined by the aggregate Approved Net Invoice Amount multiplied by the Unit Net Price for the Textura Payment Accelerator Cloud Service as identified on Your order.

Disaster Recovery and Service Availability

As described in the Oracle Global Business Unit Cloud Services Pillar Document, the Recovery Time and Recovery Point Objectives and Target Service Availability Level for the Production Environment of this Oracle Cloud Service are provided with the applicable base Cloud Service.

Oracle Cloud Policies and Pillar Documentation:
Your order is subject to the *Oracle Cloud Hosting and Delivery Policies* and *Oracle GBU Cloud Services Pillar Document,* which may be viewed at www.oracle.com/contracts.

Textura Payment Management Subcontractor Cloud Services

Part #: B88705

Oracle will provide You with access to the Textura Payment Management System to manage Your Project payment process. For each Project licensed under the Textura Payment Management Project Cloud Service, you may elect to activate it based on the Contract Activation and Billing below. You may be able to activate the following eligible services:
- Textura Subcontractor Payment Management Cloud Service, and/or
- Textura Payment Management Lower Tier Subcontractor Cloud Service.

Contract Activation and Billing
You may add new Contracts to the Cloud Service during the life of the Contract. Your order will include a Contract fee schedule ("Fee Schedule") which identifies the one-time Contract fee applicable to any new Contract added to the Cloud Service. The Fee Schedule establishes the applicable fee for each Contract based on whether or not You are a first-tier or lower-tier Subcontractor as detailed below:

- *Textura Payment Management Subcontractor Cloud Service (Part # B88707) – per Contract Value*: applicable when You are a first-tier Subcontractor with Contract fees

being determined as a fixed percentage of the Contract Value. The price per contract is displayed within Textura Payment Management on the 'Confirm Contract' screen. Click 'How is this calculated' link to see specific fee and pricing details pertinent to the contract.

- *Textura Payment Management Lower Tier Subcontractor Cloud Service (Part # B88853) – per Contract:* applicable when You are a lower-tier Subcontractor with Contract fees being determined as a flat fee per Contract (i.e. regardless of Contract Value).

Contract fees will begin to accrue at time of Contract creation in the Cloud Service and entitle You to access the Cloud Service for the life of the Contract. Contract fees shall be collected electronically by automatically debiting the account that You have set up with Oracle to pay the Contract fees via daily EFT. Actual fees are calculated in local currency.

If change orders increase the Contract Value and the associated Contract fee is more than 25% greater than that paid as originally calculated, then You shall pay to Oracle the difference between the original Contract fee and the Contract fee applicable to the modified Contract Value. If change orders decrease the Contract Value and the associated Contract fee is more than 20% less than that paid on the Contract Value originally calculated, then Oracle shall refund to You the difference between the original Contract fee and the Usage Fee applicable to the modified Contract Value. Once the Contract is completed, an additional reconciliation of the Contract fee will be made so that the final amount of fees paid will be equal to the Contract fee applicable to the final Contract Value. This final reconciliation is not subject to the percentage limits stated above. A contract is considered "complete" when the amount paid to You is equal to the final Contract Value.

In the event that a Contract is cancelled with no work performed in association with that Contract, any Contract fees paid will be refunded. If changes in Contract Value cause additional Contract fees to be due from You, any such Contract fees shall be collected electronically by automatically debiting the account that You have set up with Oracle to pay the Contract fees via daily EFT. If a Contract fee cannot be collected due to insufficient funds, inaccurate or incomplete bank account information, or limitations placed on the bank account by You or Your bank, Your ability to submit invoices on Contract(s) being managed in the Cloud Service will be suspended until the Contract fees can be collected. It shall be Your responsibility to resolve the issues that caused the inability for the Contract fees to be collected. Once any such issues have been resolved and You have notified Oracle that the Contract fee is may be collected, Oracle will promptly reinstate Your ability to submit invoices.

Support Services

During the Services Period of Your Order you are entitled to the following based on each per-Contract fee:

- Support during implementation and for the remainder of Your Service Period
- Training and on-boarding of Your staff on the Project

The above services are supplemental to the *Oracle Cloud Policies and Pillar Documentation*.

Oracle Textura Supplemental Terms

You will establish EFT terms separately, and You may leverage the Textura Payment Management Cloud Service for the electronic exchange of conditional and unconditional lien waivers. Applicable terms may be found in Appendix 1 to these Service Descriptions.

Disaster Recovery and Service Availability

As described in the Oracle Global Business Unit Cloud Services Pillar Document, this Oracle Cloud Service has the following Recovery Time and Recovery Point Objectives and Target Service Availability Level for the Production Environment:

Recovery Time Objective (RTO)	Recovery Point Objective (RPO)	Target System Availability Level
4 hours	30 minutes	99.5%

The Target System Availability Level does not apply in the event of a declared disaster.

Oracle Cloud Policies and Pillar Documentation:

Your order is subject to the Oracle Cloud Hosting and Delivery Policies and Oracle GBU Cloud Services Pillar Document, which may be viewed at www.oracle.com/contracts.

TEXTURA PREQUALIFICATION MANAGEMENT – SERVICE DESCRIPTIONS

Textura Pre-Qualification Management Basic Cloud Service – Free

Users of the Textura Pre-Qualification Management Basic Cloud Service are authorized to access the following modules or functionalities:

- Pre-Qualification Management Library, including ability to:
  - Login and register
  - Setup Your organization
  - Manage Your users
- For subcontractors, receive, fill out and respond to pre-qualification submission requests from a General Contractor

APPENDIX 1: ORACLE TEXTURA CLOUD SERVICES - SUPPLEMENTAL TERMS

1. **Oracle Textura Payment Management Cloud Service Terms**

   Your use of the Oracle Textura Payment Management Cloud Services (the "TPM Services") is governed by the Agreement, as supplemented and (where expressly stated) amended by these supplemental terms.

   1.1 Payment

   You hereby give Oracle permission to automatically deduct Subcontractor transaction fees from payments processed through the TPM Services and for Oracle to collect Subcontractor usage fees by Electronic Funds Transfer (EFT) (as defined in the Service Descriptions), debit, or credit card payment, in accordance with Your order.

   You shall comply with and be bound by any applicable international or U.S. federal, state, or local laws, rules, and regulations related to EFT laws (including without limitation the Automated Clearing House Operating Rules) applicable to Your use of the TPM Services, and You shall not initiate entries through an EFT system in violation of such laws, rules and regulations.

   You hereby authorize Oracle to act as Your data processing agent for the purpose of transmitting credit and/or debit entries to your financial institution for its processing and transmittal through an EFT system. You acknowledge and agree that the Agreement will serve as a "pre-authorized debit agreement" under applicable law. You also agree to execute any further documentation reasonably requested by Oracle to enable Oracle to transmit credit and/or debit entries to Your financial institution as provided in this paragraph.

   You acknowledge that payments made through an EFT system in connection with the TPM Services may only be made to domestic bank accounts, and You therefore agree to maintain and use only domestic bank accounts in connection with Your use of the TPM Services.

   You acknowledge that all payments made through the TPM Services will be electronic payments, and You agree to send and/or receive any such payments electronically. You are responsible for providing complete and accurate contact and payment information necessary to effect electronic payments between parties using the TPM Services.

   If ETF credit and/or debit entries transmitted by Oracle to Your financial institution require approval by You to continue processing, You acknowledge Your responsibility to act upon such ETF credit and/or debit entries transmitted by Oracle in a timely manner and within the required timeframe stipulated by Your financial institution prior to such entries expiring.

   Oracle is not responsible for failure by any User to accurately and completely enter contact or payment information, and Oracle makes no warranties or representations as to the accuracy or completeness of such information.

   You are responsible for updating the contact and payment information whenever necessary, including, without limitation to, bank account information, organization information, and

User information.

IF ORACLE RECEIVES A FINE OR FORFEITURE AS A RESULT OF YOUR FAILURE TO PROPERLY MAINTAIN OR UPDATE YOUR CONTACT OR PAYMENT INFORMATION, YOU AGREE TO INDEMNIFY ORACLE FOR THE AMOUNT OF SUCH FINE OR FORFEITURE. Note: This section supplements, but does not replace, the "INDEMNIFICATION" section of the Agreement.

Oracle is not responsible for any participant not receiving payment due to a failure by You to maintain and/or update accurate contact or payment information.

You shall ensure that electronic credits and debits are authorized to be made on Your bank account and shall maintain sufficient funds in Your bank account for payment of the fees.

1.2 Lien Waivers

You may use the TPM Services for the electronic exchange of conditional and unconditional lien waivers.

ORACLE MAY RELEASE UNCONDITIONAL LIEN WAIVERS ONLY AFTER PAYMENT TO WHICH THE WAIVER(S) RELATE HAS BEEN FINALIZED (AS DEFINED BELOW) TO THE RELEASING PARTY ("PAYEE"), UNLESS OTHERWISE EXPRESSLY SPECIFIED IN THE PAYOR'S CONTRACT WITH THE PAYEE AND THEN, ONLY IF BOTH EXPRESSLY INSTRUCTED BY THE PAYOR AND AGREED TO BY PAYEE, OR IN CIRCUMSTANCES WHERE THE PAYOR HAS AUTHORIZED THE PAYEE TO USE TEXTURA'S TRACK OFFLINE NOTARY FEATURE. ORACLE HAS THE RIGHT TO DEMAND REASONABLE VERIFICATION OF THE EXISTENCE OF SUCH CONTRACTUAL PROVISIONS.

TRACK OFFLINE NOTARY REQUIRES A PAYEE TO UPLOAD THEIR UNCONDITIONAL LIEN WAIVERS FOR IMMEDIATE AVAILABILITY TO THE PAYOR PRIOR TO PAYMENT BEING ISSUED TO THE PAYEE.

A payment is "Finalized" seventy two (72) hours (excluding weekends and bank holidays) after payment instructions have been transmitted to payor's bank unless Oracle receives a Notice of Non-Payment (as defined herein) within sixty (60) hours (excluding weekends and bank holidays) after transmission of such payment instructions. A "Notice of Non-Payment" is a written notice to Oracle, either from the payor or an EFT bank network, that payment was not received by releasing party after payment instructions were transmitted to the payor's bank.

ORACLE IS NOT RESPONSIBLE FOR RELEASING AN UNCONDITIONAL LIEN WAIVER PRIOR TO A RELEASING PARTY'S ACTUAL RECEIPT OF PAYMENT IF, BEFORE THE LIEN WAIVER WAS RELEASED, THE APPLICABLE PAYMENT WAS "FINALIZED" AS DEFINED HEREIN.

ORACLE IS NOT RESPONSIBLE FOR PAYMENT OF FUNDS ONCE INSTRUCTIONS HAVE BEEN TRANSMITTED.

RELEASING PARTIES AGREE TO PROMPTLY CARRY OUT SUCH ACTIONS AS MAY BE NECESSARY FOR THE PAYMENT INSTRUCTIONS TO BE PROCESSED BY THE RELEASING PARTY'S BANK, NOT TO ALTER OR DELETE ANY INFORMATION CONTAINED IN THE PAYMENT INSTRUCTIONS, AND NOT TO OTHERWISE IMPEDE OR UNNECESSARILY DELAY THE PROCESSING OF THE PAYMENT INSTRUCTIONS BY THE BANK WITHOUT WRITTEN

NOTIFICATION TO ORACLE WITHIN 24 HOURS OF THEIR HAVING DONE SO. ORACLE IS NOT RESPONSIBLE FOR ENSURING THAT THE RELEASING PARTY COMPLIES WITH THESE REQUIREMENTS.

SUB-TIER LIEN WAIVERS SUBMITTED USING THE SERVICES BY PARTIES WHO ARE NOT USING THE SYSTEM FOR INVOICING AND PAYMENT WILL BE RELEASED IMMEDIATELY. ORACLE IS NOT RESPONSIBLE FOR ENSURING THAT THESE PARTIES ARE PAID.

This section only applies to projects located in the United States and Québec, Canada.

1.3 Electronic Signature & Notarization

You agree to be legally bound by the electronic signatures generated through and utilized by the Cloud Service. If electronic notarization is utilized, Oracle makes no warranties or representations of any kind whether express or implied regarding the sufficiency or accuracy of the electronic notarization. Each notary is solely responsible for the accuracy of the information they provide for their notarial act in accordance with the applicable notary laws.

You agree to not contest the validity of any e-signature or e-notarization on the basis that the signature or notarization is performed electronically.

If offline notarization is utilized, Oracle makes no warranties or representations of any kind whether express or implied regarding the sufficiency of the offline notarization. Once a document is taken offline for any reason, including for offline notarization, there is the risk that changes will be made to that document, and You are solely responsible for that risk. Oracle expressly disclaims any responsibility for ensuring that no changes were made to a document that is uploaded to the system after being taken offline.

You agree that each representative designated in writing as a signer by You in the Cloud Service is authorized to sign on behalf of You and legally bind You.

2. **Oracle Textura Payment Accelerator Cloud Services Terms**

Where applicable, Your use of Oracle's Textura Payment Accelerator Cloud Service is governed by the Agreement, as supplemented and (where expressly stated) amended by these supplemental terms.

2.1 Definitions

"Approved Invoice" means an Invoice issued by the Supplier and which has been communicated by the relevant Buyer to the Textura Payment Accelerator Cloud Services with the status "disburse", showing that such Buyer has validated and confirmed the Invoice for payment to Supplier.

"Buyer Agreement" means the agreement(s) between the Supplier and Buyer with respect to Supplier providing Buyer with Supplier's goods and/or services.

"Payment Accelerator Data" means all data and documents uploaded, entered, or otherwise submitted by You, to You, or received by You through, the Textura Payment Accelerator Cloud Services.

"Payment Accelerator Program Invoice" means an Approved Invoice issued to a Buyer in relation to a Project that is enrolled in the Textura Payment Accelerator Cloud Services.

"Funder" means the buyer's financial institution which effects or facilitates the funding or transfer of funds for the purposes of a Settlement.

"Invoice" means a written document, whether or not created or originated according to a prior instrument, including without limitation created by an automated ordering or procurement system or data exchange or as the result of a goods and/or services receipt and which represents an account receivable, setting forth the goods and/or services provided with a statement of the sum due for such goods and/or services.

"Project" is defined as a temporary collaboration initiated by a company and potentially including participants from other companies, to accomplish a singular goal with a defined scope, budget, and schedule.

"Settlement" means the agreement by the Funder in its sole discretion (as communicated by Funder (directly or through its agent) by means of the Textura Payment Accelerator Cloud Services) to make a settlement payment in respect of such Approved Invoice.

"Settlement Fee" means the fee, specified as a percentage and amount of a reduction of an Approved Net Invoice Amount, applied to a Textura Payment Accelerator program Invoice for early payment, as displayed on the Textura Payment Accelerator Cloud Services.

2.2 Additional Buyer Terms

Early Payment Fees

You acknowledge that Oracle does not set, and is not responsible for setting, the Settlement Fee of any Invoice processed through the Textura Payment Accelerator Cloud Services.

Funding Responsibility

The Buyer will bring their own Funding Institution to act as the Funder for the Textura Payment Accelerator Cloud Service. Oracle does not make any representation or warranty that (1) Funder will make available any particular amount of money to fund Invoices submitted through the Textura Payment Accelerator Cloud Service; or (2) Funder will pay any particular Settlement amount through the Textura Payment Accelerator Cloud Service.

Lien Waivers

The "Lien Waivers" section of these supplemental terms applies to payments processed through the Textura Payment Accelerator Cloud Services, except that references in such section to "72 hours" and "60 hours" shall be replaced with "120 hours" and "108 hours", respectively.

Limitation of Liability

Note: This section supplements, but does not replace, the "LIMITATION OF LIABILITY" section of the Agreement.

IN NO EVENT SHALL ORACLE OR ITS AFFILIATES BE LIABLE FOR DAMAGES OF ANY KIND, ARISING OUT OF OR IN CONNECTION WITH THE TEXTURA PAYMENT ACCELERATOR CLOUD

SERVICES, THAT ARE RELATED TO ANY OF THE FOLLOWING: (1) THE FAILURE TO RECEIVE EARLY PAYMENT OF ANY INVOICE UNDER THE TEXTURA PAYMENT ACCELERATOR CLOUD SERVICES DUE TO CIRCUMSTANCES ORIGINATING OR OCCURRING OUTSIDE OF THE ORACLE ENVIRONMENT OR PORTAL; (2) THE FINANCIAL, FINANCING, AND FUNDING ARRANGEMENTS, AGREEMENTS, AND TRANSACTIONS UNDERTAKEN BY FUNDER IN CONNECTION WITH OR RELATED TO THE TEXTURA PAYMENT ACCELERATOR CLOUD SERVICES; (3) ANY FINANCING ASPECTS OF THE TEXTURA PAYMENT ACCELERATOR CLOUD SERVICES; OR (4) THE ACCOUNTING TREATMENT, TAX TREATMENT, OR ACCOUNTING OR TAX CONSEQUENCES ARISING OUT OF YOUR PARTICIPATION IN THE TEXTURA PAYMENT ACCELERATOR CLOUD SERVICES.

2.3 Additional Supplier Terms

Use of Textura Payment Accelerator Data

Your Textura Payment Accelerator Data may be disclosed by Funder, Oracle, Buyer and other approved parties associated with the Textura Payment Accelerator Cloud Services to third parties for the purposes of processing and transmitting it to the Buyer or to parties providing funds as required to make payments to You or to otherwise facilitate use and operation of the Textura Payment Accelerator Cloud Services.

Early Payment Fees

Oracle does not set, and is not responsible for setting, the Settlement Fee of any Invoice processed through the Textura Payment Accelerator Cloud Services. The Settlement Fee is set solely by the Buyer(s) to whom You submit invoices through the Textura Payment Accelerator Cloud Services. The Settlement Fee is subject to change at any time. If the Settlement Fee increases, Oracle will notify You, and You will be given the opportunity to continue or discontinue Your participation in the Textura Payment Accelerator Cloud Services under the new Settlement Fee. In the event of an increase in the Settlement Fee, Oracle will provide You with a 30-day grace period, during which submitted Invoices will be processed under the previous Settlement Fee.

Funding Responsibility

The Buyer will bring their own Funding Institution to act as the Funder for the Textura Payment Accelerator Cloud Service. Oracle does not make any representation or warranty that (1) Funder will make available any particular amount of money to fund Invoices submitted through the Textura Payment Accelerator Cloud Service; or (2) Funder will pay any particular Settlement amount through the Textura Payment Accelerator Cloud Service.

No Guaranteed Applicability of Textura Payment Accelerator Cloud Services

Oracle makes no representation or warranty that any Invoice submitted by You will be paid earlier than such Invoice would have otherwise been paid pursuant to the standard payment terms set forth in the agreement between You and Buyer. If an Invoice is not approved for payment through the Textura Payment Accelerator Cloud Services, it will be processed and paid pursuant to the Agreement and/or any agreement between You and the Buyer.

Lien Waivers

You may use the Textura Payment Accelerator Cloud Service for the electronic exchange of conditional and unconditional lien waivers. For lien waivers exchanged for payment through the Textura Payment Accelerator Cloud Service, You agree that the amount of the lien waiver shall be the Approved Net Invoice Amount of the applicable Invoice, notwithstanding any Settlement Fee applied for early payment through the Textura Payment Accelerator Cloud Service.

ORACLE MAY RELEASE UNCONDITIONAL LIEN WAIVERS ONLY AFTER PAYMENT TO WHICH THE WAIVER(S) RELATE HAS BEEN FINALIZED (AS DEFINED BELOW) TO THE PAYEE.

TRACK OFFLINE NOTARY REQUIRES A PAYEE TO UPLOAD THEIR UNCONDITIONAL LIEN WAIVERS FOR IMMEDIATE AVAILABILITY TO THE PAYOR PRIOR TO PAYMENT BEING ISSUED TO THE PAYEE.

A payment is "Finalized" 120 hours (excluding weekends and bank holidays) after payment instructions have been transmitted to payor's bank unless Oracle receives a Notice of Non-Payment (as defined herein) within 108 hours (excluding weekends and bank holidays) after transmission of such payment instructions. A "Notice of Non-Payment" is a written notice to Oracle, either from the payor or an EFT bank network, that payment was not received by releasing party after payment instructions were transmitted to the payor's bank.

ORACLE IS NOT RESPONSIBLE FOR RELEASING AN UNCONDITIONAL LIEN WAIVER PRIOR TO A RELEASING PARTY'S ACTUAL RECEIPT OF PAYMENT IF, BEFORE THE LIEN WAIVER WAS RELEASED, THE APPLICABLE PAYMENT WAS "FINALIZED" AS DEFINED HEREIN.

ORACLE IS NOT RESPONSIBLE FOR PAYMENT OF FUNDS ONCE INSTRUCTIONS HAVE BEEN TRANSMITTED.

THE RELEASING PARTY AGREES TO PROMPTLY CARRY OUT SUCH ACTIONS AS MAY BE NECESSARY FOR THE PAYMENT INSTRUCTIONS TO BE PROCESSED BY THE RELEASING PARTY'S BANK, NOT TO ALTER OR DELETE ANY INFORMATION CONTAINED IN THE PAYMENT INSTRUCTIONS, AND NOT TO OTHERWISE IMPEDE OR UNNECESSARILY DELAY THE PROCESSING OF THE PAYMENT INSTRUCTIONS BY THE BANK WITHOUT WRITTEN NOTIFICATION TO ORACLE WITHIN 24 HOURS OF THEIR HAVING DONE SO. ORACLE IS NOT RESPONSIBLE FOR ENSURING THAT THE RELEASING PARTY COMPLIES WITH THESE REQUIREMENTS.

SUB-TIER LIEN WAIVERS SUBMITTED USING SERVICES BY PARTIES WHO ARE NOT USING THE SYSTEM FOR INVOICING AND PAYMENT WILL BE RELEASED IMMEDIATELY. ORACLE IS NOT RESPONSIBLE FOR ENSURING THAT THESE PARTIES ARE PAID.

Term and Termination

Oracle may suspend or discontinue the Textura Payment Accelerator Cloud Services at any time without liability or obligation. Subject to availability, You may choose to participate in the Textura Payment Accelerator Cloud Services. You may discontinue your participation in the Textura Payment Accelerator Cloud Services at any time by un-enrolling through the Textura Payment Accelerator Cloud Services; provided, however, that any Approved Invoice will continue to be processed through the Textura Payment Accelerator Cloud Services.

Limitation of Liability

This section supplements, but does not replace, the "LIMITATION OF LIABILITY" section of the Agreement.

IN NO EVENT SHALL ORACLE OR ITS AFFILIATES BE LIABLE FOR DAMAGES OF ANY KIND, ARISING OUT OF OR IN CONNECTION WITH THE TEXTURA PAYMENT ACCELERATOR CLOUD SERVICES, THAT ARE RELATED TO ANY OF THE FOLLOWING: (1) THE FAILURE TO RECEIVE EARLY PAYMENT OF ANY INVOICE UNDER THE TEXTURA PAYMENT ACCELERATOR CLOUD SERVICES DUE TO CIRCUMSTANCES ORIGINATING OR OCCURRING OUTSIDE OF THE ORACLE ENVIRONMENT OR PORTAL; (2) THE FINANCIAL, FINANCING, AND FUNDING ARRANGEMENTS, AGREEMENTS, AND TRANSACTIONS UNDERTAKEN BY FUNDER IN CONNECTION WITH OR RELATED TO THE TEXTURA PAYMENT ACCELERATOR CLOUD SERVICES; (3) ANY FINANCING ASPECTS OF THE TEXTURA PAYMENT ACCELERATOR CLOUD SERVICES; OR (4) THE ACCOUNTING TREATMENT, TAX TREATMENT, OR ACCOUNTING OR TAX CONSEQUENCES ARISING OUT OF YOUR PARTICIPATION IN THE TEXTURA PAYMENT ACCELERATOR CLOUD SERVICES.

3. **Third Party Software Requirements for Processing Payments**

   Notwithstanding anything to the contrary within Your Agreement, for all orders placed after July 15th, 2021, if You or Your representative (i.e. a bank) require Oracle to use third party software on Your behalf for the purpose of processing payment transactions within the Cloud Services (e.g. to facilitate an ACH transaction with Your bank), Oracle disclaims any and all liability arising from or related to such third party software and makes no warranties or representations of any kind whether express or implied for such third party software. Further, You shall indemnify Oracle against any claim by a party related to such third party software.

RETIRED PART NUMBERS - ORACLE CONSTRUCTION & ENGINEERING GLOBAL BUSINESS UNIT CLOUD SERVICES

The Service Descriptions for Retired Oracle Construction and Engineering Cloud Services part numbers can be found in a separate document on www.oracle.com/contracts.