Oracle Terms and Conditions for Aconex APIs

"Aconex APIs" mean a set of application programming interfaces with the functions and procedures that allow the creation of applications which access the features or data of the Oracle Aconex cloud services, other developer services and associated software. By accessing or using Aconex APIs, you are agreeing to these terms ("Terms"). Your rights under these Terms are specifically conditioned upon your agreement to, and compliance with, all such Terms. If there is a conflict between these Terms and additional terms applicable to a given Aconex API, the additional terms will control for that conflict. If you use the Aconex APIs as an interface to, or in conjunction with other Oracle products or services, then the terms for those other products or services also apply.

1. Aconex API Account and Registration

a. <u>Registration</u>. In order to access certain Aconex APIs, you may be required to provide certain information (such as identification or contact details) as part of the registration process for the Aconex APIs, or as part of your continued use of the Aconex APIs. Any registration information you give to Oracle will always be accurate and up to date and you'll inform Oracle promptly of any updates.

b. <u>Subsidiaries and Affiliates</u>. Oracle has subsidiaries and affiliated legal entities around the world ("Oracle affiliates"). Oracle affiliates may provide the Aconex APIs to you on behalf of Oracle and these Terms will also govern your relationship with such Oracle affiliates.

2. Using Oracle Aconex APIs

a. You will not use the Aconex APIs to encourage or promote illegal activity or violation of third party rights. You will not violate any other terms of service with Oracle (or Oracle affiliates).

b. <u>Permitted Access and Use</u>. You will only access (or attempt to access) an Aconex API by the means described in the documentation of that Aconex API or as otherwise advised by Oracle. If Oracle assigns you developer credentials, you must use them with the applicable Aconex APIs. You will not misrepresent or mask your identity when using the Aconex APIs or developer accounts.

Conditioned upon your compliance with these Terms, Oracle hereby grants to you a non-transferable, nonexclusive, worldwide, royalty-free, limited license to access and use the Aconex APIs solely to develop or enhance your non-Oracle software or cloud services ("Interoperable Software and Services") that will work through published Aconex APIs to enable interoperability between the Oracle Aconex Cloud Services and such Interoperable Software and Services (the "API Client(s)"). You are solely responsible for ensuring that you have sufficient rights to such Interoperable Software and Services to create and use the API Client(s) and you are solely responsible for the fees, if any, for any use of such Interoperable Software and Services.

c. <u>Aconex API Limitations</u>. Oracle sets and enforces limits on your use of the Aconex APIs (e.g. limiting the number of Aconex API requests that you may make or the number of users you may serve), in Oracle's sole discretion. You agree to, and will not attempt to circumvent, such limitations documented with each Aconex API.

d. <u>Non-Exclusivity</u>. Your rights to use the Aconex APIs as set forth in these Terms are non-exclusive. You acknowledge that Oracle may develop products or services that may compete with API Clients developed by you or any other products or services.

e. <u>No Technical Support</u>. Unless Oracle support for the Aconex APIs, if any, is expressly included in a separate, current support agreement between you and Oracle, Oracle's technical support organization will not provide technical support, phone support, or updates to you for the Aconex APIs provided under these Terms.

3. Your API Clients

a. <u>API Clients and Monitoring</u>. The Aconex APIs are designed to help you enhance your websites and applications and use of the Oracle Aconex Cloud Services through API Client(s). YOU AGREE THAT ORACLE MAY MONITOR USE OF THE ACONEX APIS TO ENSURE QUALITY, IMPROVE ORACLE PRODUCTS AND SERVICES, AND VERIFY YOUR COMPLIANCE WITH THE TERMS. This monitoring may include Oracle accessing and using your API Client, for example to identify security issues that could affect Oracle or its users. You will not interfere with this monitoring. Oracle may use any technical means to overcome such interference. Oracle may suspend or terminate access to the Aconex APIs by you or your API Client without notice if Oracle reasonably believes that you are in violation of these terms and conditions or that continued access may cause liability to Oracle.

b. Security. You will protect user information collected by your API Client, including personally identifiable information ("PII"), from unauthorized access or use and will promptly report to your users any unauthorized access or use of such information to the extent required by applicable law.

c. Ownership. Oracle retains all right, title, and interest, including intellectual property rights, to the Aconex APIs, Oracle Aconex Cloud Services, derivative works thereof, Oracle content and data, and Oracle Brand Features. You retain all right, title, and interest, including intellectual property rights, to the API Client(s) subject to Oracle's ownership of the Aconex APIs and the Oracle Aconex Cloud Services. Any test results, suggestions, comments, improvements or other feedback relating to the Aconex APIs and the Oracle Aconex Cloud Services ("Feedback"), including intellectual property rights, is and shall be owned by Oracle and you shall have no rights to disclose such Feedback to any third party.

d. User Privacy and API Clients. You will comply with all applicable global privacy laws and regulations including, but not limited to, those applying to PII. You will provide and adhere to a privacy policy for your API Client that clearly and accurately describes to users of your API Client what user information you collect and how you use and share such information (including for advertising) with Oracle and third parties.

4. Prohibitions and Confidentiality

a. API Prohibitions. When using the Aconex APIs and the API Client, you may not (or allow those acting on your behalf to):

> A. Reproduce, display, disclose, distribute, sublicense or provide access to an Aconex API to any third party. Consequently, you will not create an API Client that functions substantially the same as the Aconex APIs or distribute, sublicense or provide access to it to any third party.
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> B. Perform an action of introducing to Oracle products and services any viruses, worms, defects, trojan horses, malware, or any items of a destructive nature.
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> C. Publish any material that is false, defamatory, abusive, harassing or obscene.
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> D. Violate privacy rights; promote bigotry, racism, hatred or harm; send unsolicited bulk e-mail, junk mail, spam or chain letters; infringe property rights; or otherwise violate applicable laws, ordinances or regulations.
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> E. Perform or disclose any benchmarking or availability testing of the Aconex APIs.
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> F. Perform or disclose any performance or vulnerability testing of the Aconex APIs without Oracle's prior written approval, or perform or disclose network discovery, port and service identification, vulnerability scanning, password cracking or remote access testing of the Aconex APIs.
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> G. Perform cyber currency or crypto currency mining.
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> H. Interfere with or disrupt the Aconex APIs, the Oracle Aconex Cloud Services or the servers or networks providing the Aconex APIs.
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> I. Promote or facilitate unlawful online gambling or disruptive commercial messages or advertisements.
>
> J. Reverse engineer or attempt to extract the source code from any Aconex API or any related software, except to the extent that this restriction is expressly prohibited by applicable law.
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> K. Use the Aconex APIs for any activities where the use or failure of the Aconex APIs could lead to death, personal injury, property damage or environmental damage (such as the operation of nuclear facilities, air traffic control, or life support systems).
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> L. Use the Aconex APIs to process or store any data that is subject to the International Traffic in Arms Regulations maintained by the U.S. Department of State.
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> M. Remove, obscure, or alter any Oracle terms of service or any links to or notices of those terms.
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> N. Use, distribute or provide access to an API Client to a third party that will use the functionality of the API Client to monetize or compete with Oracle products and services.
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> O. Access or use the Aconex APIs in order to build or support, and/or assist a third party in building or supporting, products or services competitive to Oracle.

P. Remove or modify any markings or any notice of Oracle's or a licensor's proprietary rights.

Q. Except as specifically provided in these Terms, modify or create derivative works of the Aconex APIs.

R. License, sell, rent, lease, transfer or assign the Aconex APIs.

S. Use the Aconex APIs except as expressly permitted in these Terms.

b. Confidential Matters.

A. Developer credentials (such as passwords, keys, and client IDs) are intended to be used by you and identify your API Client. You will keep your credentials confidential and make reasonable efforts to prevent and discourage other API Clients from using your credentials. Developer credentials may not be embedded in open source projects. Further, you shall remain solely responsible for any use or misuse of such developer credentials, and you shall promptly notify Oracle if such developer credentials have been compromised (including but not limited to unauthorized use or disclosure of such developer credentials).

B. These Terms, developer credentials, and Aconex APIs shall all be considered confidential information.

5. Content

a. Content Accessible. Aconex APIs may contain some third party content (such as text, images, videos, audio, or software). This content is the sole responsibility of the person that makes it available. Oracle may sometimes review content to determine whether it is illegal or violates our policies or these terms, and Oracle may remove or refuse to display content. Finally, content accessible through our Aconex APIs may be subject to intellectual property rights, and, if so, you may not use it unless you are licensed to do so by the owner of that content or are otherwise permitted by law. Your access to the content provided by the Aconex API may be restricted, limited, or filtered in accordance with applicable law, regulation, and policy.

b. Submission of Content. Some of our Aconex APIs allow the submission of content. Oracle does not acquire any ownership of any intellectual property rights in the content that you submit to our Aconex APIs through your API Client, except as expressly provided in these Terms. For the sole purpose of enabling Oracle to provide, secure, and improve the Aconex APIs (and the related service(s)) and only in accordance with the applicable Oracle privacy policies, you give Oracle a perpetual, irrevocable, worldwide, sub-licensable, royalty-free, and nonexclusive license to Use content submitted, posted, or displayed to or from the Aconex APIs through your API Client. "Use" means use, host, store, modify, communicate, and publish. Before you submit content to our Aconex APIs through your API Client, you will ensure that you have the necessary rights (including the necessary rights from your end users) to grant us the license.

c. Retrieval of Content. When a user's non-public content is obtained through the Aconex APIs, you may not expose that content to other users or to third parties without explicit opt-in consent from that user.

d. Prohibitions on Content. Unless expressly permitted by the content owner or by applicable law, you will not, and will not permit your end users or others acting on your behalf to, do the following with content returned from the Aconex APIs:

A. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;

B. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third party;

C. misrepresent the source or ownership; or

D. remove, obscure, or alter any copyright, trademark, or other proprietary rights notices; or falsify or delete any author attributions, legal notices, or other labels of the origin or source of material.

6. Brand Features; Attribution

a. Brand Features. "Brand Features" is defined as the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party. Except where expressly stated, these terms do not grant either party any right, title, or interest in or to the other party's Brand Features. All use by you of Oracle's Brand Features (including any goodwill associated therewith) will inure to the benefit of Oracle. Neither party shall register or attempt to register any of the other party's trademarks.

b. Attribution. You agree to display any attribution(s) required by Oracle as described in the documentation for the Aconex API. Oracle hereby grants to you a non-transferable, non-sub-licenseable, non-exclusive license while these Terms are in effect to

display Oracle's Brand Features for the purpose of promoting or advertising that you use the Aconex APIs. You must only use the Oracle Brand Features in accordance with these Terms and for the purpose of fulfilling your obligations under this section six.

c. Publicity. You will not make any statement regarding your use of an Aconex API which suggests partnership with, sponsorship by, or endorsement by Oracle without Oracle's prior written approval.

d. Promotional and Marketing Use. While promoting, marketing, or demonstrating the Aconex APIs you are using and the associated Oracle products, Oracle may produce and distribute incidental depictions, including screenshots, video, or other content from your API Client, and may use your company or product name. You grant Oracle all necessary rights for the above purposes.

e. Misuse of Oracle Brand Features. You shall not use the Oracle Brand Features in a manner that misrepresents the relationship between the parties or is otherwise misleading, or that reflects negatively on Oracle.

7. Termination

a. Termination. You may stop using our Aconex APIs at any time with or without notice. Further, if you want to terminate these Terms, you must provide Oracle with prior written notice and upon termination, cease your use of the applicable Aconex APIs. Oracle reserves the right to terminate these Terms with you or discontinue the Aconex APIs or any portion or feature or your access thereto for any reason and at any time without liability or other obligation to you.

b. Your Obligations Post-Termination. Upon any termination of these Terms or discontinuation of your access to an Aconex API, you will immediately stop using the Aconex API, cease all use of the Oracle intellectual property, and delete any cached or stored content that was permitted by the cache header under paragraph 5. Oracle may independently communicate with any account owner whose account(s) are associated with your API Client and developer credentials to provide notice of the termination of your right to use an Aconex API.

c. Surviving Provisions. Provisions that survive termination or expiration of these Terms are those relating to confidentiality, warranties, limitation of liability, indemnification, ownership and others which by their nature are intended to survive.

8. Disclaimer for Aconex APIs.
TO THE MAXIMUM EXTENT NOT PROHIBITED BY APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE ACONEX APIS ARE PROVIDED "AS-IS," AND "AS AVAILABLE" WITHOUT ANY WARRANTY OF ANY KIND. WE DO NOT WARRANT THE COMPREHENSIVENESS, CORRECTNESS, LEGALITY, OR ACCURACY OF THE ACONEX APIS, THAT THE ACONEX APIS OR ANY THIRD PARTY SERVICE WILL ALWAYS BE AVAILABLE, UNINTERRUPTED OR ERROR FREE, OR THAT THE ACONEX APIS, ANY THIRD PARTY SERVICES, AND ANY CONTENT WILL BE SECURE OR NOT OTHERWISE LOST, CORRUPTED OR DAMAGED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM ORACLE OR THROUGH OR FROM THE ACONEX APIS WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS. YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE ACONEX APIS SHALL BE AT YOUR SOLE RISK.

9. Limitation of Liability
TO THE MAXIMUM EXTENT NOT PROHIBITED UNDER APPLICABLE LAW, ORACLE (INCLUDING ITS LICENSORS, SUPPLIERS, AND DISTRIBUTORS) SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY CLAIMING THROUGH YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING, BUT NOT BE LIMITED TO CONTRACT, TORT, COMMON LAW, OR STATUTE) ARISING OUT OF OR RELATING TO THESE TERMS, STATEMENTS OR CONDUCT OF ANY THIRD PARTY REGARDING THE ACONEX APIS, OR USE OF THE ACONEX APIS, INCLUDING WITHOUT LIMITATION ANY LOSS OF DATA USE, DATA, CONTENT, PROFITS, SALES, GOODWILL, OR REPUTATION, WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ORACLE'S MAXIMUM AGGREGATE LIABILITY WITH RESPECT TO ANY CLAIM ARISING UNDER THESE TERMS SHALL NOT EXCEED THE AMOUNT OF ONE THOUSAND USD ($1,000.00). THE FOREGOING LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY HEREIN.

10. Indemnification
You agree to defend and indemnify Oracle (its directors, officers, employees and agents) against all claims and damages caused by (a) your distribution of the Aconex APIs in breach of these Terms; (b) infringement of any intellectual property rights, privacy, publicity or similar rights of any third party by your API Client or any information, design, specification, instruction, software, content, data, or materials furnished or made available by you (c) your API Client; (d) your use of any Interoperable Software and Services; (e) infringement of a third party's intellectual property rights by the Aconex APIs or associated Oracle cloud services when used in combination with any API Client or any other product, services or materials provided by you, and such claim would have been avoided by the exclusive use of the Aconex APIs or associated Oracle cloud services; or (f) your breach of these Terms.

11. Export.
Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the Aconex APIs. Such export laws govern use of the Aconex APIs (including technical data) and you and we each agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, software programs and/or materials resulting from the Aconex APIs (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

12. Force Majeure.
Neither you nor we shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; pandemic; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancelation of any export, import or other license); or other event outside the reasonable control of the obligated party. Both you and we will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 30 days, either of you or we may cancel these Terms upon written notice. This section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures.

13. Governing Law.
These Terms are governed by the laws of the State of California and each party agrees to submit to the exclusive jurisdiction of, and venue in, the courts in San Francisco or Santa Clara counties in California in any dispute arising out of or relating to these Terms. The Uniform Computer Information Transactions Act does not apply to these Terms or to orders placed under it.

14. Notice.
Any notice required under these Terms shall be provided to the other party in writing. If you have a legal dispute with Oracle or if you wish to provide a notice under the Indemnification Section of these Terms, or if you become subject to insolvency or other similar legal proceedings, you will promptly send written notice to: Oracle America, Inc., 500 Oracle Parkway, Redwood Shores, CA 94065, Attention: General Counsel, Legal Department. We may give notices specific to you by electronic mail to your e-mail address on record in our account information or by written communication sent by first class mail or pre-paid post to your address on record in our account information.

15. Assignment.
You may not assign these Terms or give or transfer the Aconex APIs, or any interest in the Aconex APIs, to another individual or entity.

16. Other

a. We are an independent contractor, and each party agrees that no partnership, joint venture, or agency relationship exists between the parties.

b. Our business partners and other third parties, including any third parties with which the Services have integrations or that are retained by you to provide consulting services, implementation services or applications that interact with the Aconex APIs, are independent of Oracle and are not Oracle's agents. We are not liable for, bound by, or responsible for any problems with the Aconex APIs arising due to any acts of any such business partner or third party.

c. If any term of these Terms is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with another term consistent with the purpose and intent of these Terms.

d. Except for breach of Oracle's proprietary rights, no action, regardless of form, arising out of or relating to these Terms may be brought by either party more than two years after the cause of action has accrued.

e. You are solely responsible for determining whether the Aconex APIs meet Your technical, business or regulatory requirements. Oracle will cooperate with your efforts to determine whether use of the Aconex APIs are consistent with those requirements. You shall comply with all applicable laws and regulations and shall remain solely responsible for your regulatory compliance in connection with your use of the Aconex APIs.

f. Oracle may audit your use of the Aconex APIs to ensure your use of the Aconex APIs is in compliance with the terms of the applicable order and these Terms. Any such audit shall not unreasonably interfere with your normal business operations. You agree to cooperate with Oracle's audit and to provide reasonable assistance and access to information reasonably requested by Oracle. If the audit identifies non-compliance, you agree to remedy such non-compliance within 30 days of written notification of that noncompliance. You agree that Oracle shall not be responsible for any of your costs incurred in cooperating with the audit.

g. You agree that these Terms and the information which is incorporated into these Terms by written reference (including reference to information contained in a URL or referenced policy), together with the applicable order, is the complete agreement for the Aconex APIs ordered by you and supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such Aconex APIs. It is expressly agreed that these Terms and any Oracle order shall supersede the terms in any purchase order, procurement internet portal, or other similar non-Oracle document and no terms included in any such purchase order, portal, or

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other non-Oracle document shall apply to the Aconex APIs ordered. In the event of any inconsistencies between the terms of an order and these Terms, the order shall take precedence.

h. Oracle may make changes to these Terms from time to time and you are responsible for periodically checking these Terms for any changes. By continuing to access or use the Aconex APIs after those revisions become effective, you agree to be bound by the revised Terms. If you do not agree with the revised Terms, your sole and exclusive remedy shall be to terminate your use of the Aconex APIs (as provided in these Terms).