

Procore Research Program Terms

The Procore Research Program (“**Program**”) is operated by Procore Technologies, Inc. (“**Procore**”). These Research Terms (“**Terms**”) govern your (“**you**” or “**your**”) participation in the Program. By participating in the Program, you agree to these Terms and agree that you have reviewed the [Procore Privacy Notice](#). Please read these Terms carefully because they are a legally binding agreement between you and Procore.

IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, YOU MAY NOT PARTICIPATE IN THE PROGRAM.

Eligibility. Your participation in the Program is entirely voluntary. You may withdraw from participation in the Program at any time by notifying Procore. Program participation is only available to individuals who: (a) are at least 18 years old, or have reached the age of majority in their jurisdiction of residence as of their participation date, and (b) reside in a country Procore may conduct business in. Procore may add more eligibility criteria in its discretion.

Updates. Procore may modify, suspend, terminate or cancel the Program and these Terms, in whole or in part, at any time without prior notice.

Communications. By participating in the Program, you expressly agree to receive communications from Procore about participation in the Program, including but not limited to any feedback provided about Procore products or services.

Data Protection. Your privacy is important to us. Please read the [Procore Privacy Notice](#) to understand how Procore collects, uses and shares your information. Please review the Privacy Notice regularly to make sure you are aware of the latest updates.

Relationship of the Parties. You are an independent contractor and are not an agent or employee of Procore, and have no authority to bind Procore in any manner.

Termination. You may terminate this agreement at any time, for any reason, by sending an email to uxresearch@procore.com. Procore may terminate this Agreement without notice or liability. Procore may deny, suspend, cancel, or terminate your participation in the Program and use of the Sites (defined below) at any time, for any reason.

License to Use Your Name. You agree that by participating in the Program, Procore may use your name and email address as described in the Privacy Notice. You agree not to use any false email addresses, mailing addresses or names.

Personal Release. Procore (and/or others on Procore’s behalf) may, from time to time, interview, photograph, transcribe, record (both audio and video), webcast and/or podcast (collectively “**Recordings**”) your participation in the Program. By agreeing to these Terms and participating in the Program you:

- Agree that your image, likeness, voice, statements and other identifying characteristics (your “**Image**”) may be recorded, and consent to the use of your Image in connection with use of the Recordings.
- Irrevocably grant Procore and its affiliates, agents, contractors, licensees and designees and their respective successors and assigns (the “**Procore Parties**”) a non-exclusive, worldwide, royalty-free, fully paid-up, perpetual license to use, reproduce, distribute, prepare derivative works of, translate, display, perform and otherwise exploit the Recordings and your Image therein, in whole or in part, in

any and all media formats and through any media channels, in any manner and for any purpose in connection with Procore, its business, or for any other lawful purpose.

- Waive any right you may have to inspect or approve the use of the Recordings, Image or any reproductions thereof, and agree Procore is not obligated to use your Image or exercise any rights granted to it.
- Understand that your Image may appear in Recordings made available to you, other attendees, or the public, and that third-parties may retain and distribute those Recordings.
- Agree that Procore exclusively owns all rights (including intellectual property rights) in the Recordings and all results and proceeds derived from the use of the Recordings and your Image therein, and that no portion of any proceeds will be shared with you.
- Waive and release any and all rights of privacy and publicity (including any moral rights), and any and all claims to compensation, damages or of violation of intellectual property rights, in connection with the use of the Recordings and your Image therein, including any related advertising or publicity.
- Represent that you are of full legal age and have read this release and fully understand its terms.

Suggestions and Feedback. You grant Procore and its affiliates a worldwide, perpetual, irrevocable, royalty free license to use and incorporate into their products and services any suggestion, enhancement request, recommendation, correction or other feedback you provide while participating in the Program.

Confidentiality. While participating in the Program, you should not share any confidential or proprietary information owned by yourself, your employer, or any third party. Any information, ideas, suggestions, or other communications you share with Procore will not be confidential. Procore reserves the right to reproduce, use, disclose, and distribute such communications without any obligation to you. You agree to indemnify, release, and hold the Procore Parties harmless from any and all Claims (defined below) arising out of any information you provide as a Program participant.

As part of the Program, you may be exposed to features and functions of Procore products, services or features that are not generally available and other Procore confidential information ("**Confidential Information**"). You will not use Confidential Information or disclose it to anyone else (including others at your company) without Procore's prior written consent. You agree to: (a) use reasonable care to maintain the confidentiality of the Confidential Information; (b) promptly notify Procore upon becoming aware of any unauthorized use or disclosure of the Confidential Information, and (c) provide Procore reasonable assistance to remedy any such unauthorized use or disclosure.

Compensation and Taxes. Unless Procore or its authorized agents notify you otherwise in writing, you will not receive compensation for Program participation. You must notify Procore about any policies your organization has that limits your ability to participate in the Program or receive gifts or compensation for participating. Additional restrictions may apply to employees or officials of any governmental entity.

Any prizes, incentives or compensation ("**Prize**") you receive as part of your Program participation may be reported as income to you and you will be responsible for all associated taxes. To receive a Prize, Procore may require you to complete and return tax forms or other documents within the time period defined by Procore.

Your Representations and Warranties. You represent and warrant that you(r): (a) are at least 18 years old and have the capacity, right and authority to enter into these Terms and abide by its terms; (b) will comply with all applicable laws, rules and regulations (including intellectual property laws) in connection

with your Program participation; (c) will not use the Program or the Sites (defined below) for any unlawful or unauthorized purposes; and (d) Program participation does not and will not violate any agreement between you and any third party.

Procore Warranties and Disclaimers. EXCEPT AS EXPRESSLY DESCRIBED IN THESE TERMS, THE PROGRAM AND PROGRAM WEBSITES (“SITES”) ARE PROVIDED "AS IS" WITH NO WARRANTIES OR GUARANTEES OF ANY KIND. EXCEPT AS STATED IN THESE TERMS, THE PROCORE PARTIES MAKE NO GUARANTEE THAT THE SITES WILL OPERATE AS INTENDED, THAT YOU WILL BE CHOSEN TO BE A PROGRAM PARTICIPANT, OR THAT YOU WILL RECEIVE ANY COMPENSATION FOR YOUR REGISTRATION OR PROGRAM PARTICIPATION. AS PERMITTED BY LAW, PROCORE EXCLUDES ALL WARRANTIES.

Liability. EXCEPT WHERE PROHIBITED, UNDER NO EVENT WILL THE PROCORE PARTIES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES ARISING FROM YOUR PROGRAM PARTICIPATION OR USE OF THE SITES, OR ANY THIRD PARTY’S USE OF THE SITES. THESE EXCLUSIONS INCLUDE, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST DATA, COMPUTER FAILURE, OR THE VIOLATION OF YOUR RIGHTS BY ANY THIRD PARTY, EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY THEREOF AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY THAT THE CLAIM IS BASED ON.

Indemnity. You agree to indemnify and hold the Procore Parties harmless from and against any loss, liability, claim, demand, damages, costs and expenses, including reasonable attorneys' fees (collectively, “Claims”), arising out of or in connection with your: (a) Program participation or use of the Sites; (b) violation of these Terms; and/or (c) violation of any applicable law, the intellectual property rights of any third party, or any confidentiality obligations. You may not settle any Claim without Procore’s prior written consent.

Additional Terms. No failure or delay by Procore in exercising any right under these Terms will constitute a waiver of that right. Procore reserves the right to seek remedies and damages from anyone who violates these Terms to the fullest extent permitted by law. You may not assign or delegate any rights or obligations under these Terms, whether by operation of law or otherwise, without Procore’s prior written consent. These Terms have been drafted in the English language. In case of discrepancies between the English text version of these Terms and any translation, the English version will prevail. These Terms are governed the laws of California, without regard to its conflict of laws rules. You expressly agree that the exclusive jurisdiction for any claim or dispute under these Terms and or your Program participation resides in the courts located in Los Angeles, California. You expressly agree to submit to the personal jurisdiction of such courts. **Each party waives any right to jury trial in connection with any action or litigation in any way arising out of or related to these Terms.** If a provision in these Terms is not enforceable, that will not affect any other provision. These Terms are the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter.

Last updated: August 5, 2022