

GROUNDBREAK 2024 REGISTRATION TERMS

Effective June 1, 2024

The following terms and conditions apply to your admission to the Procore Technologies, Inc. ("Procore") 2024 Groundbreak event to be held November 20, 2024 – November 21, 2024 (the "Event") at the Colorado Convention Center, 700 14th Street, Denver, CO 80202 (the "Venue"). By registering and/or attending the Event, you agree to comply with all rules and regulations of the Event, including the terms and conditions below ("Terms"). Procore, SMG (manager and operator of the Venue), and all official Venue and Event service contractors and security services are referred to collectively in these Terms as the "Event Providers."

EVENT REGISTRATION

By registering for the Event, you represent that you are at least eighteen (18) years of age, that all registration information provided is accurate and complete, and that you are the authorized account holder of the email address used to register. Each person holding a ticket (a "Ticket") or who registers and/or attends the Event is referred to in these Terms as "Holder" or "you." You shall not register other parties for the Event or impersonate any other person. Each Ticket may only be used by the registered Holder.

SPECIAL OFFERS

Only one discount offer code may be used per registration. Discount codes cannot be combined with a group discount rate or any other offer. VIP discount codes are not valid for use toward registration add-ons. To qualify for a discounted group registration rate, all attendee names must be submitted with the initial registration. All discounted group registrations are subject to Procore's approval. Group registrations cannot be modified after 11:59 p.m. U.S. Pacific Time on November 1, 2024.

TICKET TRANSFER

Discount code tickets are not transferable. You may transfer your general admission ticket to another person by notifying Procore of the transfer at groundbreak@procore.com at or before 11:59 p.m. U.S. Pacific Time on November 8, 2024. Transfers are subject to these Terms. If you receive a transferred Ticket, you must remain registered for the same sessions registered by the original ticket holder, and you will become the Holder for purposes of these Terms. The unlawful resale (or attempted resale), counterfeit, or copying of a Ticket is grounds for seizure and cancellation without compensation. You shall not resell or transfer a ticket in exchange for a fee or anything else of monetary value, or as part of a sweepstakes or contest. Tickets cannot be transferred to any future Procore event as a credit or ticket for admission. Tickets are not redeemable for cash.

TICKET HOLDER CANCELLATION POLICY

All cancellation requests by the Holder must be sent to groundbreak@procore.com. Cancellation requests by the Holder will be honored if the cancellation request is received in accordance with this section at or before 11:59 p.m. U.S. Pacific Time on November 1, 2024, and Holder shall receive a refund of the Ticket price paid, less any discounts. Delivery charges and other amounts will not be refunded. You shall not attempt to evade, avoid, or circumvent any Ticket refund prohibitions in any manner. If Procore issues a refund, it will be issued using the same method of payment originally used to purchase the Ticket. Discount codes will not be applied retroactively. After the cancellation deadline, all Tickets are non-refundable.

EVENT CHANGES

Procore may modify these Terms in its sole discretion at any time as it deems necessary for the operation of the Event, in its sole discretion. Event operating hours, panels, schedules, speakers, artists, shows, special events workshops, and activities ("Event Features") are subject to change or cancellation without notice, in the sole discretion of Procore. Each Ticket is a revocable license to attend the Event. Event Features are subject to availability and access is not guaranteed and/or may require an additional fee.

EVENT CANCELLATION

Procore may cancel the Event without liability for any reason beyond Procore's control that makes it impossible, impractical, or inadvisable, in Procore's discretion, to hold the Event. If the Event is cancelled by Procore prior to 11:59 p.m. U.S. Pacific Time on November 1, 2024, Procore will issue a refund of the Ticket purchase price, minus any discounts. Delivery charges and other amounts will not be refunded. If Procore issues a refund, it will be issued using the same method of payment originally used to purchase the Ticket. If Procore cancels the Event, Procore's liability will be limited to a refund in accordance with this section (if applicable). Delivery charges and any other amounts will not be refunded.

TRAVEL VISAS AND RESTRICTIONS

Procore will not sponsor visas for Event attendees. Each Holder is responsible for obtaining any visas, sponsorships, or other required documentation in connection with their attendance of the Event. Unless a Holder requests a cancellation prior to 11:59 p.m. U.S. Pacific Time on November 1, 2024 in accordance with the Event Cancellation section above, no refunds will be issued if a Holder cannot attend the Event due to travel restrictions or failure to obtain a visa or similar travel authorization.

EVENT RECORDINGS

Holder hereby agrees that the Event Providers and their agents, designees, licensees, and assigns shall have the right to photograph, record, and otherwise capture images, audio, and video at and of the Event, including, but not limited to, Holder's name, image, likeness and voice contained therein ("Recordings"). The Event Providers and their agents, designees, licensees, and assigns may use such Recordings to: (a) report on, publicize,

promote, market and advertise the Event or other events or promotions; (b) for the Event Providers' internal business purposes; and (c) to market, promote and advertise the businesses, products, and/or services of the Event Providers. The Event Providers shall own all rights to the Event, exhibit, Recordings, and the results and proceeds therefrom, worldwide, in any and all media (whether now known or hereafter devised).

PUBLICITY

Holder hereby grants to the Event Providers and their agents, designees, licensees, and assigns the right to use Holder's name, image, likeness, voice, company name, biographical information, performance, persona, and indicia of identity for advertising, marketing, promotion, press and public relations materials, and any other purpose, in all media now known or hereafter developed, including any Recordings. Holder hereby acknowledges and agrees that Holder will have no right to review or approve such use.

HOLDER'S ASSUMPTION OF RISK

Holder assumes all risk incidental to attendance of the Event and participation in all activities, including, but not limited to, personal injury and loss or damage to property that occurs at the Event. Holder acknowledges and agrees that the Event Providers and the City and County of Denver are not responsible for lost, stolen or damaged Tickets or personal property.

HOLDER'S RELEASE OF LIABILITY

Holder acknowledges that there are hazards and risks of physical injury or illness to attendees of the Event and that not all such hazards or risks can be fully eliminated. By registering for or accepting a Ticket and/or attending the Event, Holder freely and voluntarily agrees to assume the full risk of bodily injury or property damage, regardless of severity, or death that Holder may sustain as a result of attending the Event, whether or not caused by the negligence or gross negligence of the Event Providers or their agents, designees, licensees, or assigns at the Event.

Holder hereby releases the Event Providers, the City and County of Denver, all Event sponsors, and each of their respective parent, subsidiary and affiliated entities and each of their respective owners, officers, directors, employees, contractors, agents, designees, volunteers, licensees, representatives, heirs, next of kin, spouses, guardians, legal representatives, executors, administrators, successors and assigns (collectively, the "Released Parties"), from and against any and all claims, liens, agreements, contracts, actions, suits, costs, attorneys' fees, damages, judgments, orders and liabilities of whatever kind or nature in law, equity or otherwise, whether now known or unknown, suspected or unsuspected, and whether or not concealed or hidden (collectively, the "Released Claims") arising out of or in connection with Holder's presence or participation in the Event or activities associated with the Event, whether occurring before, during or after the Event, or the Released Parties' exercise of any rights granted by Holder in this Agreement, including, without limitation, claims for any injury, illness, damage, loss or harm to Holder or my property, or Holder's death, or any injury, illness, or disease, or that of any third parties. The Released Claims shall include, but are not limited to, those based on negligence or gross negligence of any of the Released Parties or any of the other participants in or at the Event, wrongful death, personal injury, infliction of emotional distress (both negligent and intentional), products liability, breach of contract, fraud, fraudulent inducement, fraudulent concealment, breach of any statutory or other duty of care owed under applicable laws, or loss of earnings or potential earnings.

IF YOU ARE A CALIFORNIA RESIDENT, YOU EXPRESSLY WAIVE YOUR RIGHTS WITH RESPECT TO CALIFORNIA CIVIL CODE SECTION 1542, WHICH SAYS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

LIMITATION OF LIABILITY AND DISCLAIMER OF WARRANTIES

The Released Parties (as defined above) shall not be liable to Holder or any third party for, and you hereby knowingly and expressly waive all rights to seek, any direct, indirect, incidental, special, or consequential damages of any type, and any rights to have damages multiplied or otherwise increased, arising out of or in connection with the Event, the Recordings, and ancillary activities, even if the Released Parties have been advised of the possibility of such damages, and regardless of whether the claim is based upon any contract, tort, or other legal or equitable theory. Without limiting the foregoing, Holder expressly agrees that the Released Parties will have no liability whatsoever for: (i) personal injury or property damage, of any nature, whether arising in contract or tort, resulting from your access to the Event; (ii) any errors, mistakes, inaccuracies, or omissions in any content, materials, or Recordings; or (iii) any lost, stolen, or damaged Tickets. The limitations in this section will apply even if any limited remedy fails of its essential purpose.

The Released Parties' aggregate liability arising out of these Terms, your registration, and your attendance at the Event will not exceed one hundred U.S. Dollars (USD \$100.00). Some jurisdictions do not allow the exclusion or limitation of damages, so these may not apply to you. In such cases, the Released Parties' liability will be limited to the fullest extent permitted by applicable law. Attorney's fees will not be awarded or recoverable under any circumstances. The Event Providers disclaim all warranties (express or implied) regarding the Event. The Event is provided "as-is" and the Event Providers do not warrant that any content or materials will be accurate or complete.

EVENT CONTENT AND HOLDER RECORDINGS

The Event includes content owned by or licensed to Procore. Your registration does not confer any rights (by implication or otherwise) on you to use, alter, copy, or otherwise deal with any of the symbols, trademarks, logos, or intellectual property appearing at the Event. You shall not record any portion of the Event, or reproduce, distribute, license, publish, or create derivative works from any Event content. Views expressed by Event speakers are their own and Procore does not accept any responsibility for such views.

Holder is fully responsible for any photographs or other recordings Holder creates while at the Event, and agrees to indemnify and hold harmless the Released Parties (as defined above) from and against any and all claims, liabilities, and expenses (including attorney's fees and costs) incurred by the Released Parties arising from or related to such Holder recordings, including, but not limited to, a claim that such Holder recordings violate or infringe the rights of an Event attendee or other third party, including, but not limited to, such third party's copyright, trademark, trade secret,

rights of privacy or publicity, or other personal or proprietary right.

CONFIDENTIALITY

Holder shall hold in strictest confidence and shall not disclose to any third party, any of Procore's Confidential Information. The term "*Confidential Information*" means all non-public information, whether business or technical in nature, that Procore or its contractors or agents designate as being confidential, or which under the circumstances of disclosure ought to be treated as confidential, and includes the content and presentations at the Event, information concerning business methods, pricing, business plans, new product launches, customer and vendor information, internal policies and procedures, and financial information. Information will not be deemed confidential if it: (a) was known to Holder, and was acquired through proper methods, prior to Holder's receipt of such information from Procore, as evidenced by Holder's written records; (b) is now or through no act or failure on Holder's part (and through no breach of these Terms) becomes generally known; or (c) is supplied to Holder by a third party that is free to make that disclosure without restriction.

HEALTH AND SAFETY

The health and safety of all Event attendees are of utmost importance. The Event Providers may take any action that is reasonably necessary (in the sole judgment of the Event Providers) for the protection of the Event and/or Holder, participants, sponsors, exhibitors, or any other person or entity, including, but not limited to, imposing additional restrictions and/or changing the Event format (or any portion thereof) to a virtual event in order to protect attendee health and safety.

RIGHT OF REFUSAL

The Event Providers reserve the right to deny entry to the Event or remove any person from the Event who: (a) is behaving or threatening to behave in a manner in which the Event Providers, in their sole and absolute discretion, consider to be disorderly, offensive, or disruptive of the Event; (b) uses vulgar or abusive language; (c) fails to comply with these Terms; or (d) seeks access to the Event for competitive analysis or for any other purpose that may be to Procore's detriment or commercial disadvantage. By registering or accepting a Ticket or attending the Event, you represent that you have accurately represented any corporate affiliation, do not work for a Procore competitor, and do not intend to use information presented at the Event for competitive purposes.

CODE OF CONDUCT

Procore is dedicated to providing an engaging and inclusive event for all Groundbreak participants. All attendees, speakers, sponsors, partners, vendors and Procore staff ("*Participants*") are required to comply with this Groundbreak Code of Conduct. By attending Groundbreak, you are agreeing to abide by this Code of Conduct.

Procore expects all Groundbreak Participants to be respectful, act professionally, and to interact and communicate in ways that are appropriate for a professional audience from diverse backgrounds. Procore will not tolerate any harassing or abusive behavior towards any Participant, including but not limited to, uninvited or unwelcome physical contact or attention or insults, jokes, or content that is obscene or denigrates a person based on gender, gender identity, age, sexual orientation, disability, physical appearance, race, national origin, religion, or political affiliation. Further, the use of fraudulent, deceptive, or misleading content and/or engagement in illegal activity is prohibited.

Please report any concerning content or behavior to Procore by emailing groundbreak@procore.com. The decision whether to take action in response to reported behavior or other behavior that comes to Procore's attention and what action will be taken (if any) will be in Procore's sole discretion.

DATA PRIVACY

By registering for or accepting a Ticket and/or attending the Event, you agree that your name, email address, phone number, employment information, any other personal data you provide may be processed, shared, and otherwise used for the purposes and within the context of the Event and any other purposes outlined in these Terms, including by the Event Providers and Event sponsors. Such data may also be used by Procore to verify your identity, postal address, and telephone number. Further, you agree that the Event Providers and Event sponsors may send you various promotional materials, including blogs, articles, specials, and informational emails, regarding their business, products, and/or services. For more information about how Procore collects and processes personal information, refer to Procore's [Privacy Notice](#). You have the right to access, review, rectify, or cancel any personal data held by Procore by writing to Procore Technologies, Inc., Attention: Groundbreak, 6309 Carpinteria Avenue, Carpinteria, CA 93013, USA or emailing privacy@procore.com. Procore and its affiliates will use personal data exclusively for the purposes stated herein.

FEEDBACK

At or in connection with the Event, you may share or submit certain Feedback to the Event Providers. For purposes of these Terms, "*Feedback*" means your responses, suggestions, and ideas regarding any released or unreleased product or feature, including feedback regarding features, functionality, usability, specifications, architectural diagrams, APIs, pricing and related information, software or hardware compatibility, interoperability, performance, bug reports, test results and documentation requirements, and ideas for improvement or enhancements. You hereby agree that Procore may use your Feedback for any purpose and in any way on an unrestricted basis.

REMOVAL FROM MAILING LIST

Any individual (or other authorized person) may elect to exclude their name and address from the Event list used by Procore. To elect to have your name excluded from such lists, submit a removal request in writing to: Procore Technologies, Inc., Attention: Groundbreak, 6309 Carpinteria Avenue, Carpinteria, CA 93013, USA or email groundbreak@procore.com.