



## GROUNDBREAK 2023 SPEAKER TERMS

By submitting your application and materials to be considered as a speaker at the Event, you agree to the following:

You retain ownership of photographs, images, presentations, and all other content you supply to Procore as part of your submission ("Your Content"). Procore shall not use or disseminate Your Content without your prior written permission. However, you acknowledge that Your Content is not inclusive of potential speaker topics and broad concepts related to the construction industry, whether or not related to or arguably derivative of Your Content, and you therefore hereby waive any claims against Procore for intellectual property infringement, including on the grounds that Procore derived material from Your Content.

If you are selected as a speaker for the Event, you additionally agree that such participation is subject to the following terms and conditions ("Terms"):

**1. EVENT.** If selected by Procore, you agree to appear in the Session Title as submitted in the Groundbreak 2023 Call for Speakers Application ("Session") at the following Event:

**Event:** Groundbreak 2023

**Event Dates:** September 18-20, 2023

**2. TRAVEL; EXPENSES.** You shall make and pay for your own travel arrangements, transportation costs, meals, and accommodations. Your failure to arrange for transportation to ensure timely arrival at the Event constitutes a breach of these Terms.

**3. INDEPENDENT CONTRACTOR.** You are an independent contractor and not an employee or agent of Procore.

**4. TERMINATION.**

**4.1. Termination for Convenience.** You may terminate the Session by giving Procore written notice to [legalnotice@procore.com](mailto:legalnotice@procore.com) at least thirty days before the Event. If you terminate in accordance with this section, you shall make a reasonable effort to provide Procore with a qualified substitute presenter. Procore may terminate the Session at any time before the Event. If Procore terminates in accordance with this section, Procore shall reimburse you for any non-refundable travel arrangements paid for by you, but will have no further liability to you.

**4.2. Termination for Cause.** Procore may terminate the Session immediately without liability if you fail to comply with any provision of these Terms, or if Procore reasonably expects that association with you would harm Procore's reputation.

**4.3. Force Majeure.** Either party may terminate the Session without liability if an act of god, act of government, natural disaster, emergency or other condition beyond the terminating party's control makes it impossible, illegal, or impractical to fulfill its obligations, and if the terminating party notifies the other party of such force majeure event as soon as practicable.

**4.4. Term.** These Terms will automatically terminate at the end of the Event. Sections 5-8 will survive any termination under this Section 4.

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**5. LIABILITY; INDEMNIFICATION.** You assume all risks and responsibility for losses, costs, and damages you may incur as a result of participation in the Event. You shall indemnify, defend, and hold harmless Procure and its directors, agents, officers, partners, volunteers, and employees from all liability, loss, damages, and costs (including reasonably attorneys' fees) arising out of your participation in the Session, Event, or breach of these Terms. **Procure will not be liable to you or any third party under any circumstances for any consequential, indirect, incidental, exemplary, punitive, or enhanced damages, loss of income, profits, revenue, or business interruption, or other economic loss arising out of these Terms.**

**6. LICENSE; INTELLECTUAL PROPERTY RIGHTS.** You will retain copyright ownership of your Session. You hereby grant Procure a perpetual, royalty-free license to use, reproduce, and distribute your Session (including handouts and visual presentations, as applicable) in connection with the Event. You warrant that your participation in the Event and your Session and materials: (i) do not violate any contractual, intellectual property, proprietary, or personal rights of others (including copyright, trademark, rights of publicity, and privacy rights); and (ii) are factually accurate, and do not contain defamatory or otherwise unlawful material. You warrant that you have obtained all necessary permissions or licenses for all material included or used in your Session so as to grant this license to Procure.

**7. PUBLICITY RELEASE.** You hereby grant Procure permission to use your Session, name, image, likeness, voice, 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 of the Session made by Procure. You acknowledge that you will have no right to review or approve such use. You further agree to be contacted by Procure at any time with requests to provide additional content for use in general marketing materials and purposes.

**8. GENERAL PROVISIONS.** Procure may modify these Terms in its sole discretion at any time, as it deems necessary for the operation of the Event. You shall not assign your rights or delegate its obligations under these Terms without Procure's written consent. These Terms and all matters arising out of or relating to these Terms will be governed by the laws of the State of California, without regard for its conflicts of law provisions. Any action arising out of or relating to these Terms must be brought in the state court located in Santa Barbara County, California, or the federal district court located in Los Angeles, California, and you hereby submit to the exclusive jurisdiction of such courts.

**9. Health and Safety.** The health and safety of all Groundbreak participants is of utmost importance to Procure. Procure will be taking necessary precautions and abiding by all applicable local, state, and federal safety measures and requirements. You agree to abide by all reasonable instructions and guidance issued by Procure in order to comply with such safety measures and requirements. Procure will monitor changes to applicable measures and requirements and communicate any changes in event safety measures and requirements as Groundbreak nears.