



Procure Partner Framework Agreement

This Procure Partner Framework Agreement (“**Framework Terms**”), and applicable Program Addendum(s), together will all referenced and linked agreements and policies (collectively, the “**Agreement**”) is entered into between the “**Partner**” identified below and Procure entity described in the “Contracting Entity, Governing Law and Venue” section (“**Procure**”) (each a “**Party**” and collectively the “**Parties**”) and governs Partner’s participation in one or more Programs. The Agreement is effective as of the date last signed below (“**Effective Date**”).

1. Participation. Partner must apply to participate in a Program and receive Procure’s approval in writing (email is acceptable). Procure will review Partner’s qualifications for the Program(s) based on the information provided by Partner and may request additional information. Procure reserves the right to accept or reject any application in its discretion.

2. Program Tiers and Benefits.

2.1 Tiers. If applicable to a Program, Procure will assign Partner a “**Tier**” based on Partner’s participation level in the Program(s) and criteria described in the Program Addendum and Program Guide. Procure (a) may review Partner’s Tier periodically; (b) may change Partner’s Tier in its sole discretion; and (c) will make commercially reasonable efforts to notify Partner of any changes to Partner’s Tier (including via email or through the Partner Portal).

2.2 Benefits. Procure may offer benefits to Partner based on its Program and/or Tier as further specified in the Program Guide. Procure may, in its sole discretion, change the benefits, qualifying criteria, and requirements for each Program and/or Tier from time to time and may modify or discontinue the Program(s), Tiers, Partner Portal, or Partner’s participation in a Program(s) or access to the Partner Portal, at any time, as described herein.

3. Partner Obligations and Restrictions.

3.1 Requirements; Training and Certifications. Requirements for Partner’s participation in a Program(s) are further specified in the Program Guide. Procure may provide Partner with ongoing training, including on the marketing and promotion of the Services. Partner may be required to participate in training as part of the Program(s) or as instructed by Procure from time to time, including if Procure offers certification programs. Upon Procure’s reasonable request, Partner will provide information on Partner’s training and certification progress.

3.2 Conduct. During the Term, Partner will conduct itself in a professional and competent manner, consistent with the Agreement. Partner will not (a) sell, resell, distribute, license, or sublicense the Services to any third party unless authorized in a Program Addendum; (b) directly or indirectly engage in any unfair, unethical, misleading, disparaging, or deceptive practices that are or may be detrimental to the public, Procure or its products and services, goodwill or reputation; (c) make any commitments, warranties, guarantees, or misleading statements to any third party about the Services, their features or functionality (including any technical specifications), or the expected benefits of using the Services on Procure’s behalf or (d) distribute any unsolicited bulk emails (spam) referring to Procure or the Services.

3.3 Fees. Partner will pay applicable fees to participate in a Program(s) described in the Program Guide (“**Program Fees**”). Partner payments to Procure will be made in the currency invoiced by Procure within thirty (30) days from the invoice date. Payment obligations are non-cancelable, and fees paid are non-refundable. Program Fees invoiced under the Agreement exclude, and may not be reduced for any taxes, including local, state, provincial, federal, foreign, withholding, value-added, excise, use, goods or services taxes or levies, duties, or similar assessments of any kind. Any taxes imposed on payments made by Partner are Partner’s sole responsibility.

3.4 Marketing Opt-In. Partner’s participation in a Program serves as an opt-in to receive Procure’s marketing communications. Partner may elect to opt-out from receiving Procure’s marketing materials as described in the Privacy Notice.

4. Partner Portal; Demo Accounts

4.1 Use. Partner Portal use is subject to the Agreement and the Site Policies. During the Term, Partner may access and use the Partner Portal in accordance with the Agreement solely for the management of its relationship with Procure and participation in the Program(s).

4.2 Profile. Partner may submit or publish information about itself via the Partner Portal (“**Profile**”). Partner will provide and maintain true and accurate information in its Profile. Procure has the right to use, reproduce, display, and otherwise disclose the Profile to third parties solely for purposes relating to its business and the Program(s).

4.3 Demo Account. Procure may provide Partner with access to the Services as part of Partner's participation in a Program and/or Tier ("**Demo Account**"). Any Demo Account will be restricted to Partner's internal use solely to allow Partner to understand and demonstrate the capability of the Services to prospective customers. Unless otherwise agreed in writing by the Parties, Partner will not submit Customer Data to the Demo Account.

4.4 Demo Account Restrictions. Partner will not (and will not allow any third party to):

(a) decompile, disassemble, or otherwise reverse engineer the Demo Account or attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats or programming interfaces of the Demo Account by any means, except where an applicable law prohibits or restricts reverse engineering restrictions, in which case the Partner will notify Procure in writing in advance of any such activity;

(b) use the Demo Account (or any portion) for time sharing, hosting, acting as a service provider or similar purposes;

(c) distribute, or otherwise make available for use, the Demo Account, except as expressly authorized in the Agreement;

(d) reprint, distribute, or embed any Documentation or other content except as expressly authorized by Procure in the Agreement or in writing

(e) remove any trademarks, product identification, proprietary, copyright or other notices in the Demo Account;

(f) copy, modify or create a derivative work of any part of the Demo Account,

(g) incorporate the Demo Account into or with other software or services, except as expressly authorized by Procure in the Agreement or in writing by Procure;

(h) use the Demo Account for volume, stress or performance testing or publicly distribute performance information or analysis (including, without limitation, benchmarks) from any source relating to the Demo Account;

(i) gain or attempt to gain unauthorized access to any Demo Account;

(j) interfere with or disrupt the Demo Account or any underlying technology; or

(k) assert, authorize, assist or encourage any third party to assert, against Procure or its affiliates, customers, vendors, business partners, or licensors, any intellectual property infringement claim regarding any Demo Account used hereunder.

5. Marks and Content. During the Term, each Party ("**Grantor**") authorizes the other Party ("**Grantee**") to use certain Grantor Marks and Content pursuant to this Section.

5.1 Marks. Grantee may use Grantor's Marks solely to promote Partner Program participation and the Services, consistent with the Agreement. Partner's use of Procure's Marks must comply with the Branding Guidelines. Partner will include the Procure Marks, including required intellectual property notices, on all promotional materials related to the Services, including the Program Content. All goodwill associated with the use of the Grantor's Marks will inure solely to Grantor's benefit. Grantor has the right to control the nature and quality of Grantee's use of Grantor's Marks. Grantee will not: (a) use Grantor's Marks in a manner that (i) misrepresents Grantee's relationship with Grantor or is otherwise misleading, or (ii) reflects negatively on Grantor; (b) associate Grantor's Marks with content that is unlawful, harmful, threatening, defamatory, obscene, offensive, harassing, sexually explicit, violent, discriminatory, or otherwise objectionable in Grantor's sole discretion, or (c) adopt, use, or attempt to register any trademarks, service marks, trade names, or website URLs that are confusingly similar to Grantor's Marks or in a way to create combination marks with Grantor's Marks. If Grantor, in its sole discretion, determines any Grantee use of Grantor's Mark is not in compliance with the Agreement, Grantee will promptly modify or discontinue such use as directed by Grantor.

5.2 Content. Grantee may reproduce and distribute Grantor's Content solely to promote Partner Program participation and the Services. Except as expressly provided in the Agreement, Grantee may not (a) use, reproduce, sell, sublicense, distribute or otherwise transfer any Grantor Content to any third party or (b) modify, alter, or create derivative works of any Grantor Content.

5.3 Rights Grant. Grantor will ensure it has all rights in Grantor's Marks and Content necessary to provide Grantee the rights under the Agreement. During the Term, all rights granted to Grantor's Marks and Content under this Section are limited, revocable, non-exclusive, non-assignable and non-transferable, subject to the Agreement.

6. Compliance. Partner will comply with all Laws in its performance under the Agreement.

6.1 Anti-Corruption. Partner will comply with anti-bribery and anti-corruption Laws, including the U.S. Foreign Corrupt Practices Act of 1977 and the UK Bribery Act 2010 ("**Anti-Corruption Laws**"). Partner agrees it has and will not provide or

offer, any illegal or improper bribe, kickback, payment, gift, or thing of value to any Government Official or their Close Family Member in its performance under the Agreement. Partner will promptly notify the other if it learns of any violation of the foregoing. Procure may, at its sole option, immediately terminate the Agreement in the event of such notice, without liability.

6.2 Export. Each Party will (a) comply with Laws administered by applicable Government Entities imposing export controls and trade sanctions, including the U.S. Commerce Bureau of Industry and Security, and the U.S. Treasury Office of Foreign Assets Control (“**Export Laws**”) designating countries, entities and persons (“**Sanctions Targets**”); and (b) not directly or indirectly export, re-export or otherwise deliver any Content or Services to a Sanctions Target, or broker, finance or otherwise facilitate any transaction in violation of Export Laws. Partner represents that it is not a Sanctions Target or prohibited from receiving any Program Content or the Services under Law, including Export Laws.

6.3 Code of Conduct. Partner will comply with Procure's [Partner Code of Conduct](#) in performing under the Agreement. Procure will comply with its own Code of Conduct it makes available on its public website.

6.4 Audit. Partner agrees to maintain complete, clear and accurate records kept in the normal course of Partner's business concerning this Agreement and Partner's activities hereunder, including without limitation, and as applicable to Partner's activities covered by a Program Addendum, expense records and records of Customer orders. Upon ten (10) days written notice, Partner shall permit Procure or its designated third-party representative to review such records and any other books of records of Partner which relate to Partner's performance under the Agreement to ensure Partner's compliance with its obligations to Procure. Any such audit will be conducted during normal business hours and in a manner designed to minimize the impact to Partner's ordinary business activities. An audit may include interviews of relevant Partner personnel. Partner shall maintain all records required under this Agreement for at least five (5) years following termination of the Agreement.

7. Intellectual Property Rights

7.1 Ownership. As between the Parties: (a) Partner owns all right, title, and interest in and to Partner's Marks and Partner Content, including all associated IP Rights, and (b) Procure or its licensors own all right, title, and interest in and to Procure's Marks, Program Content, Services, Partner Portal, Documentation and Feedback, including all associated IP Rights. Except for the rights expressly granted by a Party to the other in the Agreement, all rights are reserved by the granting Party.

7.2 No IP Development. Under the Agreement, neither Party anticipates developing any technology or intellectual property rights with, on behalf of, or to be provided to the other Party. Any such activities would be governed by a separate written agreement between the Parties.

8. Confidentiality and Data Protection.

8.1 Confidential Information. “**Confidential Information**” means any information disclosed by a Party, its Affiliates, or their respective employees, agents, or contractors (“**Discloser**”) designated as confidential, orally or in writing, or that should reasonably be understood to be confidential by the nature of the information or circumstances of its disclosure. Confidential Information includes: (a) information relating to the Discloser's products, services, technology, customers, business plans, marketing activities, finances, and other business affairs, including information Procure makes available through the Partner Portal; (b) third-party information Discloser is obligated to keep confidential; and (b) the Agreement. Confidential Information does not include any information (i) known to the recipient of the Confidential Information (“**Recipient**”) prior to receipt from Discloser; (ii) independently developed by Recipient without reference to or use of Discloser's Confidential Information; (iii) acquired by Recipient from another source without restriction on use or disclosure; or (iv) that is or becomes publicly available through no fault of Recipient.

8.2 Use. Recipient will not (a) use Discloser's Confidential Information for any purpose outside the scope of the Agreement without the Discloser's prior written consent or (b) disclose Discloser's Confidential Information to any person or entity, except to Recipient's employees, agents, contractors and service providers who (i) are bound by confidentiality obligations at least as protective as those in the Agreement and (ii) have a need to know the Confidential Information for Recipient's performance under the Agreement. Recipient may disclose Discloser's Confidential Information if required by Law provided Recipient promptly gives Discloser notice of such compelled disclosure (if legally permitted) and provides reasonable assistance, at Discloser's cost, if Discloser wishes to contest the disclosure. In the event of an actual or threatened breach of the foregoing obligations, Discloser will be entitled to seek injunctive and other equitable relief.

8.3 Deletion. Promptly following Discloser's request, Recipient will return, or destroy, all Discloser Confidential Information that is in written, electronic, or other tangible form, including, all copies, extracts, and derivatives thereof and certify its compliance with this Section in writing to Discloser. Recipient may retain Confidential Information (a) contained in electronic archives and backups made in the ordinary course of business, (b) that Recipient is required to maintain by Law; or (c) that

Recipient reasonably deems necessary to demonstrate Recipient's compliance with the Agreement or any Law; provided that retained Confidential Information will remain subject to these confidentiality terms.

8.4. Data Protection.

(a) Personal Data. Other than the limited and specific business contact information necessary to facilitate the Partner Program contemplated under this agreement, the Parties do not intend to exchange Personal Data during the Term. If the nature of the Processing of Personal Data changes or if required by Data Protection Law, the Parties will enter into good faith negotiations to amend the Agreement.

(b) Collection and Use. Partner represents and warrants that it complies with all applicable Data Protection Laws. If Partner shares Personal Data with Procure then Partner represents and warrants that (i) the sharing of such Personal Data is permissible under Data Protection Law; (ii) all relevant individuals have received legally required notifications and disclosures at or before collecting such Personal Data; (iii) consents were properly received and logged where legally required; and (iv) Partner will provide evidence of such consent to Procure on request. For any Personal Data exchanged under the Agreement, each Party agrees they will: (i) only collect such data as required to perform their obligations hereunder; (ii) limit the Processing of Personal Data to the instructions provided by the other Party; (iii) act only as instructed and have appropriate security safeguards to protect Personal Data as required by Data Protection Law or as reasonably requested by the other Party; (iv) immediately provide written notice if the Party can no longer meet their Personal Data obligations, and either cease Processing or remediate; and (v) assist, in responding to individuals' requests regarding notice, choice, access, and privacy-related complaints, and respond to any such request within 20 calendar days. Upon notice from the other Party, a Party and its applicable sub-processors will stop or remediate any unauthorized processing of Personal Data. Failure to remediate or cease processing of Personal Data is a material breach of the Agreement.

9. Publicity. Except as expressly provided in the Agreement, neither Party will issue or release any announcement, statement, press release, or other publicity or marketing materials relating to the Agreement, or otherwise use the other Party's Marks, without the prior written consent of the other Party. Procure may use Partner's Marks and publicly identify Partner as a Program participant in its promotional materials, interviews, partner lists, and other promotional activities.

10. Warranties.

10.1 Partner represents and warrants that it (a) has and will maintain all permits, licenses, authorizations, and permissions required by Law in any jurisdiction necessary to perform its obligations under the Agreement and (b) will comply with all Laws. Each Party warrants that (i) it has the authority to enter into the Agreement; and (ii) no conflict of interest exists concerning its performance of its obligations under the Agreement.

10.2 Disclaimers. EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT: (A) THE PROGRAM CONTENT, SERVICES, DOCUMENTATION, PARTNER PORTAL, DEMO ACCOUNT AND ANY BENEFITS OR OTHER MATERIAL PROCURE MAY MAKE AVAILABLE IN CONNECTION WITH THE AGREEMENT OR ANY PROGRAM, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND (B) PROCURE MAKES NO WARRANTY OR GUARANTEE OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL WARRANTIES, WHETHER IMPLIED, EXPRESS, OR STATUTORY, INCLUDING ANY IMPLIED WARRANTY OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

11. Term and Termination.

11.1 Term. The Agreement will remain in effect until terminated as described herein, except that these Framework Terms automatically terminate on termination of all related Program Addendums ("**Term**"). All Program Addendums will automatically terminate upon termination of the Framework Terms.

11.2 Termination. Except as otherwise provided in a Program Addendum(s), either Party may terminate these Framework Terms, or any Program Addendum (and participation in the applicable Program): (a) for convenience by giving at least thirty (30) days prior written notice; or (b) on written notice to the other Party, if the other Party materially breaches the Agreement, and such breach (if capable of cure) remains uncured thirty (30) days from the breaching Party's receipt of a written breach notice.

11.3 Effect of Termination. If these Framework Terms are terminated for any reason, except as otherwise expressly described in in a Program Addendum (a) all rights and licenses granted by Partner or Procure under the Agreement terminate; (b) Partner will cease to identify itself as a Program partner or participant; (c) each Party will immediately discontinue all use of

the other's Marks and Content and; and (d) upon either Party's written request, the other Party will return or destroy all Confidential Information of the requesting Party. Procure shall have no liability to Partner arising from termination of the Framework Terms or a Program Addendum.

11.4 Survival. The provisions set forth in Sections 3.3, 6.4, 7, 8, 10 through 16 and any other right or obligation of the Parties in the Agreement that, by its nature, should survive termination of the Agreement, will survive termination of the Agreement.

12. Indemnification.

12.1 Procure Indemnification. Procure will defend, indemnify, and hold harmless Partner, its Affiliates and their respective directors, officers, employees, representatives, and agents (collectively, "**Partner Indemnitees**") from and against any and all claims, losses, damages, suits, fees, judgments, compromises, or settlements, costs, and expenses ("**Losses**") based upon or arising from a third-party claim ("**Claim**") alleging that the Procure Marks, Program Content or Services (collectively, "**Covered Materials**") infringe or violate any third party IP Rights. Procure will pay all Losses incurred by and damages against the Partner Indemnitees but will not be responsible for any compromise or settlement made without Procure's express prior written consent.

12.2. Indemnification Exclusions. Procure's indemnity obligations exclude any Claims if they arise or result, directly or indirectly, from Partner's: (a) unauthorized modification of the Covered Materials; or (b) any use of the Covered Materials by Partner that violates Law, the Agreement or is contrary to the Documentation. In the event of a Claim alleging that the use of the Covered Materials infringes a third party's IP Rights, or if Procure reasonably believes the Covered Materials may infringe or misappropriate, Procure may in its discretion and at no cost to Partner (i) modify the applicable Covered Materials so that it no longer infringes or misappropriates, (ii) obtain a license for continued use of the applicable Covered Materials in accordance with the Agreement, or (iii) terminate the Agreement. EXCEPT AS OTHERWISE PROVIDED IN APPLICABLE PROGRAM ADDENDUM(S), THIS SECTION STATES PARTNER'S SOLE AND EXCLUSIVE REMEDY, AND PROCURE'S SOLE AND EXCLUSIVE LIABILITY, REGARDING INFRINGEMENT OR MISAPPROPRIATION OF ANY THIRD-PARTY IP RIGHTS.

12.3 Partner Indemnification. Partner will defend, indemnify, and hold harmless Procure, its Affiliates and their respective directors, officers, employees, representatives, and agents (collectively, "**Procure Indemnitees**") from and against any and all Losses to the extent based upon or arising from Claims alleging Partner's: (a) misrepresentation or unauthorized warranty to such third party; (b) breach of the Agreement; (c) violation of any Law; and/or (d) Partner Content, Partner Marks, products, or services infringe or violate any third party IP Right or have otherwise harmed such third party.

12.4 Indemnification Procedure. A Partner Indemnitee or Procure Indemnitee (each, an "**Indemnified Party**") will promptly provide the indemnifying Party (each, an "**Indemnifying Party**") with: (a) written notice of the Claim, (b) sole control of the defense and settlement of the Claim (provided the Indemnifying Party may not settle any Claim unless it unconditionally releases the Indemnified Party of all liability), and (c) all reasonable assistance to the Indemnifying Party, at the Indemnifying Party's cost. The Indemnified Party may participate in the defense of any Claim with counsel of its' choosing at its' own expense.

13. Limitation of Remedies and Damages.

13.1 Waiver of Consequential Damages. EXCEPT FOR EXCLUDED CLAIMS (SET OUT IN SECTION 13.3 BELOW AND IN A PROGRAM ADDENDUM), IN NO EVENT WILL EITHER PARTY, ITS AFFILIATES OR THEIR RESPECTIVE EMPLOYEES, AGENTS, CONTRACTORS, OFFICERS OR DIRECTORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, CONSEQUENTIAL, COVER OR EXEMPLARY DAMAGES, INCLUDING DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES ARISING IN CONNECTION WITH THE AGREEMENT OR ANY PROGRAM, OR ANY INVESTMENTS, EXPENDITURES OR COMMITMENTS BY PARTNER IN CONNECTION WITH ANY PROGRAM; HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR OTHERWISE, EVEN IF THE PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13.2 Liability Cap. EXCEPT FOR EXCLUDED CLAIMS (SET OUT IN SECTION 13.3 BELOW AND IN A PROGRAM ADDENDUM), IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY ARISING OUT OF OR RELATED TO THE AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE GREATER OF \$10,000 USD OR THE FEES PAID OR PAYABLE TO PROCURE UNDER THE AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING THE DATE THE CLAIM AROSE.

13.3 Excluded Claims. Along with the identified sections in a Program Addendum, Section 13.1 (Waiver of Consequential Damages) and Section 13.2 (Liability Cap) do not apply with respect to a Party's: (a) violations of the other Party's IP rights, (b)

breach of their confidentiality obligations, (c) breach of Section 3.2 (Conduct) or Section 6 (Compliance) of the Framework Terms, (d) indemnification obligations or (e) payment obligations. The exclusions in this Section will not apply if prohibited by law.

14. Contracting Entity, Governing Law, Venue. The Procure contracting entity, governing law, and venue applicable to a dispute arising out of or relating to the Agreement, depend on where Partner is domiciled, in all cases without reference to conflict of law rules of any jurisdiction. Nothing in this Section will restrict a Party's right to bring an action (for example a motion for injunctive relief) against the other Party in the jurisdiction where that Party's business is located.

If Partner is domiciled in:	The Procure contracting entity is:	Governing law is that of:	The venue for dispute resolution is:
United States; Mexico; or a country in Central America, South America, or the Caribbean	Procure Technologies, Inc. 6309 Carpinteria Ave. Carpinteria, CA 93013 USA	California	Los Angeles County, California
Canada	Procure Technologies, Inc. 6309 Carpinteria Ave. Carpinteria, CA 93013 USA	Ontario	Ontario, Canada
The United Kingdom; or a country in Europe, Africa, or the Middle East	Procure UK Ltd 51 Eastcheap London EC3M 1JP U.K.	England	London, England
Australia or New Zealand	Procure Technologies, Inc. 6309 Carpinteria Ave. Carpinteria, CA 93013 USA	New South Wales	Sydney, New South Wales
A country in Asia or the Pacific region other than Australia or New Zealand	Procure Technologies, Inc. 6309 Carpinteria Ave. Carpinteria, CA 93013 USA	Singapore	Singapore

Partner will reasonably cooperate with Procure in any inquiry, dispute, or controversy which Procure becomes involved and which Partner may have knowledge, including disclosure of relevant documents and financial information, and interviews of Partner's personnel. Such obligation will continue after the Term.

15. General

15.1 Relationship. The Parties are independent contractors. The Agreement does not create a joint venture, agency, fiduciary, franchise, partnership, or employment relationship, notwithstanding the use of the term "partner" in the Agreement. Neither Party will represent that it has the authority to assume or create any obligation, express or implied, on behalf of the other Party or represent the other Party as agent, employee, franchisee or in any other capacity. The Agreement is non-exclusive and either Party may enter similar relationships with other third parties or develop, market, and sell competing products.

15.2 Amendments; Waivers. The Agreement may not be modified and the rights and restrictions may not be altered or waived except in a writing signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted. Notwithstanding the foregoing, Procure may update the Program Guide as permitted therein.

15.3 Financial Responsibility. Each Party is responsible for its own expenses in connection with the Agreement. Neither Party is entitled to reimbursement of any such expenses by the other Party.

15.4 No Third-Party Beneficiary. Except as otherwise required by Law or a Program Addendum, the Agreement is not made for the benefit of any third parties.

15.5 Assignment. Partner will not assign or transfer this Agreement, in whole or in part, whether by operation of law, change of control, or otherwise, or delegate any of its obligations hereunder, without Procure's prior written consent. The Agreement will inure to the benefit of each Party's permitted successors and assigns.

15.6 Notices. Notices to Partner will be delivered via email or overnight delivery to the address set forth on the signature page below. Notices to Procore will be delivered via email to legalnotice@procore.com or by overnight delivery to Procore Technologies, Inc., Attention Chief Legal Officer, 6309 Carpinteria Ave., Carpinteria, CA 93013 USA. All notices must be in writing and will be effective when received.

15.7 Language. The English language version of the Agreement will be used when interpreting or construing the Agreement. All communications and notices under the Agreement and any dispute resolution (including any court proceeding, legal notices, motions, discovery, etc.) will be in the English language.

15.8 Miscellaneous. If there is any conflict among the Framework Terms, the Program Addendum(s), and the Program Guide, the conflict will be governed as follows: the (a) Framework Terms; (b) applicable Program Addendum(s); then (c) Program Guide. The Agreement contains the entire agreement of the Parties and supersedes any prior or contemporaneous agreements relating to its subject matter. If any provision of the Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by Law, and the remaining provisions of the Agreement will remain in effect. Except as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a Party at law or in equity. Neither Party is liable for any delay or failure to perform under the Agreement (other than payment of fees) for causes beyond the reasonable control of, and without negligence of the non-performing Party. The Agreement may be executed in counterparts or by electronic signatures.

16. Definitions. Capitalized terms not otherwise defined in the Agreement have the meanings in this Section.

16.1 “Affiliate” means, with respect to a Party, a business entity that directly or indirectly controls, is controlled by or is under common control with, such Party, where “control” means the direct or indirect ownership of more than 50% of the voting securities of a business entity.

16.2 “Branding Guidelines” means Procore’s [Trademark Use Guidelines](#) and [Brand Guide](#).

16.3 “Close Family Member” means a spouse, an individual’s and a spouse’s grandparents, parents, siblings, children, nieces, nephews, aunts, uncles, first cousins, the spouse of any of these people, or any individuals who share the same household.

16.4 “Content” means: (a) Program Content where Procore is the Grantor and (b) Partner Content where Partner is the Grantor.

16.5 “Customer” means a Procore customer that has subscribed to the Services.

16.6 “Customer Data” means electronic data and information submitted by or for a Customer to the Services, including any Customer Personal Data.

16.7 “Data Protection Laws” means all Laws relating to the Processing of Personal Data, privacy, and data security.

16.8 “Documentation” means Procore’s [user documentation](#) for the Services.

16.9 “Feedback” means suggestions or other feedback on the Program, Program Content, Services, and/or Procore’s products or services provided by Partner to Procore, exclusive of any Partner Confidential Information therein.

16.10 “Government Entity” means any (a) national, state, regional, or local government (including, in each case, any agency, department, or subdivision of such government); (b) political party; (c) entity or business that is owned or controlled by any of those bodies listed above; or (d) international organization, such as the United Nations or the World Bank.

16.11 “Government Official” means any (a) director, officer, employee, agent, or representative (including anyone elected, nominated, or appointed to be the same) of a Government Entity, or anyone acting in an official capacity on behalf of a Government Entity; (b) political party, political party official, or political party employee; (c) candidate for public or political office; (d) royal or ruling family member; or agent or representative of any of those persons listed above.

16.12 “IP Rights” means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

16.13 “Law(s)” means all governmental laws, rules, directives, regulations, or orders applicable to a Party’s performance under the Agreement.

16.14 “Marks” means, with respect to a Party as Grantor, its name, trade, and service marks it may make available to Grantee for limited use per the Agreement.

16.15 “Partner Content” means such content (excluding software and hosted services) that Partner, at its option, makes available to Procore for use under the Agreement in connection with Partner’s participation in the applicable Program.

16.16 “Partner Portal” means the online portal for one or more Programs that Procore makes available to partners.

16.17 “Partner Site” means Procore’s information site for the Procore Partner Program, currently available at <https://www.procore.com/partners>.

16.18 “Personal Data” means information relating to an identified or identifiable natural person that is protected by Law, including Applicable Data Protection Law, with respect to privacy where the individual resides.

16.19 “Process” or “Processing” means to perform an operation or set of operations on Personal Data, content, or information, including to submit, transmit, post, transfer, disclose, collect, record, organize, structure, store, adapt, alter, or delete.

16.20 “Program” means the Procore partner programs offered to partners to participate in accordance with the Agreement and Program Guide.

16.21 “Program Addendum” means the applicable addenda to these Framework Terms signed by the Parties, which govern Partner’s participation in a Program. In some cases, a separate Program Agreement may reference the Framework Terms in which case, such Program Agreement will constitute a Program Addendum for purposes of these Framework Terms.

16.22 “Program Content” means Program-related content (excluding software and Services) that Procore may make available to Partner through the Partner Portal or otherwise for use by Partner in accordance with the Agreement. The Partner Portal and Program Guide are Program Content.

16.23 “Program Guide” means Procore’s then-current [Program Guide](#), as may be updated from time to time.

16.25 “Services” means the hosted subscription services Procore makes available online via Procore designated login or web pages. The term Services excludes alpha, beta and other pre-commercial releases of Procore’s products and services (or Services features or functionality) and any Third-Party Applications.

16.26 “Site Policies” means the [Terms of Service](#), [Privacy Notice](#) and other applicable terms and policies Procore may enact from time to time.

16.27 “Third-Party Applications” mean means web-based, mobile, or other software application functionality provided by a Customer, Procore partner or third party that interoperates with the Services (e.g., an integration developed by or for customers that is listed on an online directory or marketplace).

ACCEPTED AND AGREED by the Parties as of the Effective Date.

Procore

Partner: [PARTNER ENTITY NAME]

(Authorized Signature)

(Authorized Signature)

(Printed Name)

(Printed Name)

(Title)

(Title)

(Date)

(Date)

Partner Information

Partner Notice Address:	[PARTNER ADDRESS]
Email Notice:	[PARTNER EMAIL ADDRESS]
Point of Contact:	[CONTACT NAME]
Email:	[CONTACT EMAIL ADDRESS]
Phone Number:	[CONTACT PHONE #]