Procore API License and Application Developer Agreement

This API License and Application Developer Agreement (the "**Agreement**"), effective as of the date of your acceptance of this Agreement (the "**Effective Date**"), is by and between Procore Technologies, Inc., a Delaware corporation ("**Procore**") and the company, organization or other legal entity ("**Entity**") that you represent ("**Licensee**"). If you are entering into this Agreement on behalf of an Entity, you are agreeing to this Agreement for that Entity and representing to Procore that you have the authority to bind such Entity and its affiliates to this Agreement. This Agreement is intended for use by independent developers, entities, and end-users wishing to access the Procore API directly or wishing to integrate one or more external services with the Procore API. This Agreement governs access to the Procore API in addition to setting forth guidelines for providing Procore Applications on the Procore Marketplace and on any other App Market.

1) Definitions. For purposes of this Agreement, capitalized terms shall have the meanings set forth below.

Account Data: means data stored or transmitted on or through the Procore API by or on behalf of a Subscriber, Agent or End-User that specifically authorizes Licensee to access and use such data in connection with Procore Applications and Login or other account configuration or usage data with respect to the Procore API of or by such Subscriber, Agent or End-User.

Agent: means any individual authorized to use the Procore API by any Subscriber as an agent and/or administrator.

App Market: means any marketplace or other aggregator or public repository of code or applications.

Confidential Information: means all information disclosed by or on behalf of Procore to Licensee which is in tangible form and labeled "confidential" (or with a similar legend) or which a reasonable person would understand to be confidential given the nature of the information and circumstances of disclosure. Confidential Information may include, without limitation, proprietary information, technical data, trade secrets or know-how, including, but not limited to, source code, research, product plans, products, services, customers, customer lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, pricing or other business information. For all purposes of this Agreement, Account Data shall be deemed Confidential Information. Notwithstanding the foregoing, Confidential Information shall not include information (other than Account Data) that (i) was already known to Licensee at the time of disclosure by or on behalf of Procore without an obligation of confidentiality; (ii) was or is obtained by Licensee from a third party not under an obligation of confidentiality with respect to such information; (iii) is or becomes generally available to the public other than by violation of this Agreement; or (iv) was or is independently developed by Licensee without use of Procore's Confidential Information.

End-User: means any person or entity other than an Agent with whom any Subscriber or its Agents interact with the Procore API.

Intellectual Property Rights: means patents, inventions, copyrights, trademarks, domain names, trade secrets, know-how and any other intellectual property and/or proprietary rights.

Internal Use: means the use of the Procore API in connection with Licensee's subscription to the Service solely for Licensee's internal business purposes and in accordance with this Agreement.

Paid Procore Applications: mean any Procore Application published by Licensee in which Subscriber pays Licensee and/or Procore for a license to use, access and/or deploy such Procore Application.

Payment Processor: means the third party payment processor, selected by Procore, that processes fees related to a Paid Procore Application.

Procore API: means Procore's application programming interface and any accompanying or related documentation, source code, executable applications and other materials made available by Procore, including, without limitation, through its developer website and via the Service.

Procore Applications: mean web or other software services or applications developed by Licensee that utilize or interact with the Procore API and are authorized to be Published pursuant to this Agreement.

Procore Marketplace: means the marketplace or other aggregator or public repository of code or applications provided and operated by Procore.

Procore Marks: mean Procore®, and Procore's other product and service names, trademarks, service marks, branding and logos made available for use in connection with the Procore API pursuant to this Agreement.

Publish: means the making of any Procore Application available to any Subscriber for any purpose.

Service: means any customer service system made available by Procore which may include, at Procore's sole discretion, customer service representatives, web pages, documentation, instructional videos, development tools, web-based and audio-visual instructional materials, examples of Procore Applications, access to developer portions of the Procore API, and other similar service solutions.

Subscriber: means any individual or Entity that subscribes to the Procore API.

2) Purpose and License

a) This Agreement governs Licensee's rights to use and access the Procore API for any purpose, including Internal Use and developing, implementing and Publishing Procore Applications.

Licensee's access to and use of the Procore API shall be governed by this Agreement and by any and all restrictions and policies implemented by Procore from time to time with respect to the Procore API as set forth in the documentation for the Procore API, this Agreement or as otherwise communicated to Licensee by Procore ("**General API Policies**").

b) Subject to the terms and conditions of this Agreement, including the restrictions set forth in Section 3, Procore hereby grants to Licensee a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the term of this Agreement to: (a) use and make calls to the Procore API to develop, implement and distribute Procore Applications solely for use by Subscribers, Agents, or End-Users; (b) use, reproduce, distribute, and transmit Account Data to the extent necessary to format and display it through the Procore Applications; (c) use and display the Procore Marks in conformity with Procore trademark usage guidelines for the sole purpose of identifying that the Account Data originates from the Procore API, and any such use of the Procore Marks shall inure to the benefit of and belong to Procore.

c) Licensee hereby grants to Procore a royalty-free, fully paid-up, worldwide, transferable, sub-licensable, irrevocable and perpetual license to implement, use, modify, commercially exploit and/or incorporate into the Service and/or the Procore API any suggestions, enhancement requests, recommendations or other feedback Procore receives from Licensee or Licensee's End-Users.

d) Licensee hereby grants to Procore the right to collect and use data related to the use of and calls to the Procore API (the "**Performance Data**") so as to analyze the performance of the Procore API in order to improve its operation. None of this data will be the data of any End-User or of the Licensee except to the extent necessary for evaluation of the performance of the Procore API and associated systems. The Performance Data will never include any personally identifiable information of any End-User or of the Licensee.

3) <u>Restrictions and Responsibilities</u>

The licenses granted in Section 2 of this Agreement are explicitly conditioned on Licensee's adherence to the following restrictions and compliance with its responsibilities as set forth herein.

a) Licensee must comply with all restrictions set forth in this Agreement, Procore's terms of service ("Terms of Service"), Procore's Privacy Policy, and the General API Policies in all uses of the Procore API and Account Data. If Procore believes, in its sole discretion, that Licensee has violated or attempted to violate any term, condition or the spirit of this Agreement, the license afforded Licensee pursuant to this Agreement may be temporarily or permanently revoked, with or without notice to Licensee.

b) In order to use and access the Procore API, Licensee must obtain API credentials (a "**Token**") by becoming a Subscriber. Licensee may not share its Token with any third party, shall make commercially reasonable efforts to keep such Token and all login information secure and shall use the Token as Licensee's sole means of accessing the Procore API.

c) Any Procore Application created by Licensee that uses or relies upon the Procore API shall not substantially replicate products or services offered by Procore, including, without limitation, functions or clients on platforms (such as iOS or Android) where Procore offers its own client or function. Subject to the preceding sentence and the parties' other rights and obligations under this Agreement, each party agrees that the other party may develop and publish applications that are similar to or otherwise compete with such party's applications. Licensee and/or Procore Applications may not use or access the Procore API or the Service in order to

monitor the availability, performance, or functionality of the Procore API or the Service and may not access the Procore API for any similar benchmarking purpose.

d) Procore shall have the right, in its sole discretion, to refuse to permit Licensee's use of the Procore API.. Procore shall have no liability to Licensee for such refusal.

e) No Procore Application shall, in any manner, display any form of advertising within or connected to any Account Data received by any Subscriber, Agent or End-User. For absolute clarity, no Procore Application may access the Procore API and include, for any purpose, functionality designed to "data mine" the Procore API for any purpose other than ordinary use of the Procore API in connection with providing data to End-Users seeking access to data accessible via the Procore API. Specifically, no Procore Application shall be used so as to as to provide any form of advertising to any End-User based in whole or in part upon any data, including Account Data, obtained from the Procore API or as a data gathering application designed to pull data using the Procore API for the primary purpose of gathering data on any individual or group of Licensees, End-Users, Agents, or Subscribers.

f) Procore Applications must present users with the ability to log into the Procore API via the OAuth protocol. Users without an account on the Procore API must be presented with an opportunity to create an account.

g) Licensee shall not, under any circumstances repackage or resell the Service, the Procore API, any Account Data, or any other data derived from the Service, the Procore API or the Account Data. Licensee is not permitted to use the Service, the Procore API or any Account Data in any manner that does or could potentially undermine the security of the Service, the Procore API, Account Data or any other data or information stored or transmitted using the Procore API. In addition, Licensee shall not, and shall not attempt to, interfere with, modify or disable any features, functionality or security controls of the Service or the Procore API, defeat, avoid, bypass, remove, deactivate or otherwise circumvent any protection mechanisms for the Service or the Procore API, or reverse engineer, decompile, disassemble or derive source code, underlying ideas, algorithms, structure or organizational form from the Service or the Procore API.

h) Licensee acknowledges that Licensee is solely responsible, and that Procore has no responsibility or liability of any kind, for the content, development, operation, support or maintenance of any Procore Application. Without limiting the foregoing, Licensee agrees to be solely responsible for (i) the technical installation and operation of any of its Procore Applications; (ii) creating and displaying information and content on, through or within any of its Procore Applications; (iii) ensuring that all of its Procore Applications do not violate or infringe the Intellectual Property Rights of any third party; (iv) ensuring that all of its Procore Applications are not offensive, profane, obscene, libelous or otherwise illegal; (v) ensuring that all of its Procore Applications do not allow unauthorized access to any software, hardware or data ("**Malicious Software**") into the Service, the Procore API, any Account Data or other data stored or transmitted using the Service or the Procore API; and (vi) ensuring that all of its Procore Applications are not designed to or utilized for the purpose of serving advertisements to or otherwise.

4) <u>Representations, Warranties and Covenants</u>

a) To the extent any Procore Applications transmit Account Data outside the Procore API, Licensee represents and warrants that Licensee has notified all End-Users of such Procore Applications that their Account Data will be transmitted outside the Procore API and that Procore is not responsible for the privacy, security or integrity of such Account Data. Licensee further represents and warrants that to the extent Licensee's Procore Applications store, process or transmit Account Data, neither Licensee nor Licensee's Application will, without

appropriate prior user consent or except to the extent required by applicable law: (i) modify the content of Account Data in a manner that adversely affects the integrity of Account Data; (ii) disclose Account Data to any third party; or (iii) use Account Data for any purpose other than providing the Procore Application functionality to users of such Procore Application. Licensee shall maintain and handle all Account Data in accordance with privacy and security measures adequate to preserve the confidentiality and security of all Account Data and all applicable privacy laws and regulations, and in no event less protective than the measures and policies set forth in the Procore Privacy Policy.

b) Licensee represents, warrants and covenants that (i) its Procore Applications, the use of such Procore Applications by its users, and the activities with respect to such Procore Applications undertaken by Procore in accordance with the terms of this Agreement, do not and will not violate, misappropriate or infringe upon the Intellectual Property Rights of any third party; (ii) Licensee will comply with local, state, national and international laws and regulations to which it is subject to, including, without limitation, all U.S. export control laws, and maintain all licenses, permits and other permissions necessary to develop, implement and Publish any Procore Application; and (iii) no Procore Application contains or introduces into the Procore API, any Account Data or other data stored or transmitted using the Procore API, any Malicious Software; (vi) no Procore Application is designed to or will be utilized for the purpose of "spamming" any Procore Subscribers, Agents or End-Users; and (vi) it has all right, power and authority to grant the licenses granted to Procore herein.

5) Application Marketplaces

a) To the extent desired by Licensee, Procore hereby grants Licensee a license to market and sell Procore Applications through the Procore Marketplace or any other App Marketplace, as a Paid Procore Application or Procore Application in accordance with the other terms of this Agreement.

b) Procore Marketplace.

i) Licensee hereby grants to Procore a non-exclusive, worldwide, fully paid-up, royalty-free license, for as long as its Procore Applications are Published to the Procore Marketplace, to: (i) market, sell and distribute such Procore Applications; (ii) to permit others to access, install, purchase and (in the case of downloadable software applications) download such Procore Applications through the Procore Marketplace; and (iii) use, perform, and publicly display such Procore Applications. Licensee further grants to Procore a nonexclusive, worldwide, fully paid-up, royalty-free license, for the term of this Agreement, to use Licensee's name, any Procore Application name(s) and associated logos (collectively, "**Licensee Marks**") solely to enable Procore to exercise its rights and perform its obligations under this Agreement. Any use of Licensee's Marks shall be in accordance with Licensee's trademark usage policies if such policies are reasonable and communicated in writing to Procore.

ii) Licensee represents, warrants and covenants that Licensee Marks, the use of such Licensee Marks by its users, and the activities with respect to such Licensee Marks undertaken by Procore in accordance with the terms of this Agreement including their availability on the Procore Marketplace, do not and will not violate, misappropriate or infringe upon the Intellectual Property Rights of any third party.

iii) In order to Publish and maintain a Paid Procore Application on the Procore Marketplace, Licensee must (i) submit such Procore Application to Procore for approval and listing as a Paid Procore Application; (ii) sign up and register for an account with the Payment Processor under the terms communicated to Licensee by the Payment Processor; (iii) maintain and abide by the relevant terms of service and privacy policy to govern

Subscriber's use of the Paid Procore Application; and (iv) provide ongoing commercially reasonable support to users, purchasers and/or Subscribers of the Paid Procore Application.

iv) Licensee acknowledges and agrees that Procore may, at its sole discretion, initiate a refund related to any Purchase Fee (defined below) paid to Licensee by Subscriber in connection with a Subscriber's purchase of a Paid Procore Application should Procore determine such a refund is appropriate. Any such refund shall be the exclusive financial responsibility of Licensee. Without limiting any other rights afforded Procore with respect to such refund, the parties acknowledge and agree that any such refund may be processed through Payment Processor and taken out of Licensee's Payment Processor account and returned to Subscriber. Licensee agrees that Procore shall not be responsible for any refunds related to Licensee's Procore Applications for any reason, including Licensee's failure to support the Procore Application.

v) If Licensee submits a Paid Procore Application, such application is approved by Procore and Licensee follows the required registration and listing steps contained herein and as otherwise communicated to Licensee, Licensee may list the Paid Procore Application on the Procore Marketplace and charge Subscribers to purchase the Paid Procore Application. Fees collected from the sale of Licensee's Paid Procore Application ("**Purchase Fees**") must be processed through the Payment Processor account Licensee registered in connection with listing the Paid Procore Application. Purchase Fees shall be processed from the Subscriber to Licensee through the Payment Processor. Purchase Fees shall be transferred to Licensee's Payment Processor account per the terms of the agreement entered into between Licensee and Payment Processor. Procore reserves the right to charge fees to Licensee related to any aspect of the Procore Marketplace at its sole discretion either as indicated to Licensee at the time of listing of the Paid Procore Application or upon ten days' notice to Licensee. Continued listing of the Paid Procore Application on the Procore Marketplace after notice of Procore's imposition of such fees shall be deemed consent to the imposition and collection of such charges.

c) Other Marketplaces. Licensee expressly acknowledges that Procore has no control over any other App Market or any other system of distribution that is or may be used for distribution of any Procore Application. Accordingly, Procore offers no support for any other App Market and makes no representation whatsoever regarding any Procore Application distributed in any other App Market. Licensee expressly acknowledges that all other terms of this Agreement apply to any Procore Application offered on any App Market.

d) Regardless of the App Market used, Licensee represents, warrants and covenants that it will include the mandatory terms of service provisions listed below ("**Mandatory Service Terms**") in the terms of service ("**App Terms of Service**") that govern the use of its Procore Applications by Procore Subscribers. Such Mandatory Service Terms are a minimum set of provisions and Licensee may have more exhaustive terms of service.

Mandatory Service Terms:

i) Licensee is the licensor of the Procore Application and Procore is not a party to the App Terms of Service.

ii) Except as otherwise limited by any App Terms of Service imposed or required by Licensee, Licensee grants the user a, worldwide, non-exclusive, non-transferable and non-sublicensable license to access, deploy, use and integrate the Procore Application in connection with the user's active account for the Procore API for so long as the Procore Application is supported by the Procore API.

iii) Any information that Licensee collects, stores and processes from the user or the systems the user uses to access or deploy the Procore Application, including the user's data, will be subject to the App Terms of Service, privacy notice, or similar terms that the Licensee provides to the user, and will not be subject to the Procore Privacy Policy.

iv) The user may not modify, reverse engineer, decompile or disassemble the Procore Application in whole or in part, or create any derivative works from or sublicense any rights in the Procore Application, unless otherwise expressly authorized in writing by Licensee (acting as licensor).

v) Each of the user, Licensee and Procore shall maintain all rights, title and interest in and to all its respective patents, inventions, copyrights, trademarks, domain names, trade secrets, know-how and any other intellectual property and/or proprietary rights (collectively, "**IP Rights**"). The rights granted to the user to use the Procore Application under these App Terms of Service do not convey any additional rights in the Procore Application or the Procore API, or in any IP Rights associated therewith. Subject only to limited rights to access and use the Procore Application as expressly stated herein, as between the user and Licensee, all rights, title and interest in and to the Procore Application and all hardware, software and other components of or used to provide the Procore Application, including all related IP Rights, will remain with Licensee. The user agrees to grant Licensee a royalty-free, worldwide, transferable, sub-licensable, irrevocable and perpetual license to incorporate into the Procore Application or otherwise use any suggestions, enhancement requests, recommendations or other feedback it receives from the user.

6) Modifications

Licensee acknowledges and agrees that Procore may modify this Agreement, the Service, the Procore API, the General API Policies, Procore's Privacy Policy, and the Terms of Service from time to time (a "**Modification**"). Licensee will be notified of a Modification to this Agreement, the Procore API or the General API Policies through notifications or posts on the Procore Developer Website or the Service, or through direct communication to an email account associated with Licensee's access to the Procore API. All other Modifications shall be communicated through the Procore API, the Service, the Procore website at www.Procore.com or through a form of direct communication from Procore to Licensee. Licensee further acknowledges and agrees that such Modifications may be implemented at any time and without any notice to Licensee. Licensee shall, within thirty days from the date of first notice of any Modification(s) (or such shorter period of time specified in the notice of the Modification(s)) (the "**Conformance Period**") comply with such Modification(s) by implementing and using the most current version of the Procore API and making any changes to Procore Applications that may be required as a result of such Modification(s). Licensee acknowledges that a Modification may have an adverse effect on Procore Applications, including but not limited to changing the manner in which Procore Applications communicate with the Procore API and display or transmit Account Data. Procore shall have no liability of any kind to Licensee or any user of Licensee's Procore Applications with respect to such Modifications or any adverse effects resulting from such Modifications. Licensee's continued access to or use of the Service or Procore API following the Conformance Period shall constitute binding acceptance of the Modification(s) at issue.

7) Ownership

Subject to the limited licenses expressly provided in this Agreement, nothing in this Agreement transfers or assigns to Procore any of Licensee's Intellectual Property Rights in its Procore Applications or Licensee's Marks or other technology, and nothing in this Agreement transfers or assigns to Licensee any of Procore's Intellectual Property Rights in the Service, the Procore API, the Procore Marks, or Procore's other technology or the respective Intellectual Property Rights in any Account Data of Procore or its Subscribers, Agents or End-Users.

8) Support

This Agreement does not entitle Licensee to any support for the Service or the Procore API, unless Licensee makes separate arrangements with Procore for such support. Licensee is solely responsible for providing all support and technical assistance to End-Users of its Procore Applications and Subscribers who access, deploy and/or purchase its Procore Applications. Licensee acknowledges and agrees that Procore has no obligation to provide support or technical assistance to the users of any Procore Application and Licensee shall not represent to any such users that Procore is available to provide such support. Licensee agrees to use commercially reasonable efforts to provide support to users of its Procore Applications as support resources are available.

9) Confidentiality

Licensee may from time to time, gain access to Confidential Information. At all times during and after this Agreement, Licensee may use Confidential Information only to the extent necessary to exercise its rights under this Agreement and subject to the express permissions set forth herein. At all times during and after this Agreement, Licensee may not disclose Confidential Information to a third party without the prior written consent of Procore. Without limiting any other obligation of Licensee under this Agreement, at all times during and after this Agreement, Licensee agrees that it will protect Confidential Information from unauthorized use, access, or disclosure in a commercially reasonable manner and no less than the same manner that Licensee would use to protect its own confidential and proprietary information of a similar nature.

10) Disclaimer of Warranties

ALL ASPECTS OF THE SERVICE AND THE PROCORE API, INCLUDING ALL SERVER AND NETWORK COMPONENTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO NO WARRANTY REGARDING AVAILABILITY OR UPTIME FOR THE SERVICE OR THE PROCORE API, TO THE FULLEST EXTENT PERMITTED BY LAW, AND PROCORE EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS

FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. LICENSEE ACKNOWLEDGES THAT PROCORE DOES NOT WARRANT THAT THE SERVICE OR PROCORE API WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE, ACCURATE, UNINTERUPTED, THAT ANY DEFECTS WILL BE CORRECTED, OR FREE FROM VIRUSES OR OTHER MALICIOUS SOFTWARE, AND NO INFORMATION OR ADVICE OBTAINED BY LICENSEE FROM PROCORE OR THROUGH THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

11) LIMITATION OF LIABILITY

a) UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (WHETHER IN CONTRACT, TORT, NEGLIGENCE OR OTHERWISE) WILL PROCORE, OR ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR SUPPLIERS BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL, PUNITIVE OR OTHER SIMILAR DAMAGES, INCLUDING LOST PROFITS, LOST SALES OR BUSINESS, LOST DATA, BUSINESS INTERRUPTION OR ANY OTHER LOSS INCURRED BY LICENSEE OR ANY THIRD PARTY IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF WHETHER PROCORE HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN SUCH DAMAGES.

b) NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, PROCORE'S AGGREGATE LIABILITY TO LICENSEE OR ANY THIRD PARTY ARISING OUT THIS AGREEMENT, SHALL IN NO EVENT EXCEED ONE HUNDRED U.S. DOLLARS. ANY CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE BROUGHT WITHIN ONE YEAR OF THE FIRST EVENT OR OCCURRENCE GIVING RISE TO THE CLAIM.

c) Some jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply to Licensee. IN THESE JURISDICTIONS, PROCORE'S LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW. The limitations set forth in this Section 11 will survive and apply even if any limited remedy specified in this agreement is found to have failed of its essential purpose. The parties acknowledge and understand that the disclaimers, exclusions and limitations of liability set forth herein form an essential basis of the agreement between the parties, that the same reflect an allocation of risk between the parties and that absent such disclaimers, exclusions and limitations of liability, the terms and conditions of this Agreement would be substantially different.

12) Indemnification

Licensee agrees that Procore shall have no liability whatsoever for any use Licensee makes of the Service, and/or Procore API. Licensee will indemnify and hold harmless Procore, and its subsidiaries, affiliates, officers, agents, employees, advertisers, licensors, and partners, from and against any and all claims, liabilities, damages (actual and consequential), losses and reasonable expenses (including legal and other professional fees) arising from or in any way related to any third party claims relating to Licensee's use of the Procore API, any violation of this Agreement or any other actions connected with Licensee's use of or interaction with, or the Procore Applications' use of or interaction with, the Service and/or Procore API.

13) Term and Termination

This Agreement shall commence on the Effective Date and will remain in effect until terminated pursuant to this Section 13. Either party may terminate this Agreement at any time, for any reason, or for no reason including, but not limited to, if Licensee violates any provision of this Agreement. Any termination of this Agreement shall also terminate the licenses granted to Licensee hereunder. Upon termination of this Agreement for any reason, Licensee shall cease using, and either return to Procore, or destroy and remove from all computers, hard drives, networks, and other storage media, all copies of any materials licensed pursuant to this Agreement and any Confidential Information in Licensee's possession, and shall certify to Procore in writing upon Procore's request that such actions have occurred. In addition to any rights that accrued prior to termination, the provisions of Sections 1, 2.4, 3, 4, 7, and 9-19 shall survive termination of this Agreement.

14) Remedies

Licensee acknowledges that its breach of this Agreement may cause irreparable harm to Procore, the extent of which would be difficult to ascertain. Accordingly, Licensee agrees that, in addition to any other remedies to which Procore may be legally entitled, Procore shall have the right to seek immediate injunctive relief in the event of a breach of this Agreement by Licensee or any of its officers, employees, consultants or other agents.

15) Assignment; Entire Agreement; Revisions

a) Licensee may not, directly or indirectly, by operation of law or otherwise, assign all or any part of this Agreement or Licensee's rights under this Agreement or delegate performance of Licensee's duties under this Agreement without Procore's prior written consent. Procore may, without Licensee's consent, assign this Agreement to any affiliate or in connection with any merger or change of control of Procore or the sale of all or substantially all of its assets provided that any such successor agrees to fulfill its obligations pursuant to this Agreement. Subject to the foregoing restrictions, this Agreement will be fully binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

b) This Agreement, together with any other agreement by and between Licensee and Procore, the Procore Privacy Policy, and the General API Policies, constitute the entire agreement among the parties with respect to the subject matter of this Agreement. Either party's failure to enforce at any time any provision of this Agreement does not constitute a waiver of that provision or of any other provision of this Agreement.

16) Severability

If any provision in this Agreement is held by a court of competent jurisdiction to be unenforceable, such provision shall be modified by the court and interpreted so as to best accomplish the original provision to the fullest extent permitted by law, and, in any event, the remaining provisions of this Agreement shall remain in effect.

17) Relationship of the Parties

The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship among the parties. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties.

18) Notice

All notices to be provided by Procore to Licensee under this Agreement may be delivered in writing (i) by nationally recognized overnight delivery service ("**Courier**") to the contact address provided by Licensee to Procore; or (ii) electronic mail to the electronic mail address provided for an account owner related to Licensee's subscription to the Procore API. Licensee must give notice to Procore in writing by Courier to the following address: Procore, Inc., Attn: Legal Department, 6309 Carpinteria Avenue, Carpinteria, CA 93013. All notices shall be deemed to have been given immediately upon delivery by electronic mail, or if otherwise delivered upon receipt or, if earlier, two business days after being deposited in the mail or with a Courier as permitted above.

19) Governing Law

This Agreement shall be governed by the laws of the State of California without regard to conflict of laws principles. Licensee hereby expressly agrees to submit to the exclusive personal jurisdiction of the federal and state courts of the State of California, Los Angeles County, for the purpose of resolving any dispute relating to this Agreement.