

PROCORE SOFTWARE AS A SERVICE ACCESS TERMS

These terms, including the attached Exhibit (collectively, “**Terms**”) are entered into as of the effective date listed on the attached Order Form (“**Effective Date**”) between **PROCORE TECHNOLOGIES, INC.**, a Delaware corporation, having its principal place of business at 6309 Carpinteria Avenue, Carpinteria, CA 93013 (“**Procore**”) and the customer identified on the attached Order Form (“**Customer**”).

In consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. BACKGROUND. Procore has developed certain construction project management Software (defined below), to which it provides access as part of its Services (defined below). Customer wishes to utilize the Services and Procore desires to make the Services available to Customer subject to the terms of the Agreement.

2. DEFINITIONS. The capitalized terms listed below shall have the following meanings:

2.1 “Agreement” shall mean, collectively, the terms of the attached Order Form and these Terms.

2.2 “Authorized User” shall mean any individual who is authorized by virtue of such individual’s relationship to, or permissions from, Customer, to access and use the Services pursuant to Customer’s rights under the Agreement.

2.3 “Customer Content” means any content created by or on behalf of Customer or an Authorized User and used by Customer or an Authorized User in connection with the Services.

2.4 “Documentation” means the online screen-share demonstration materials, marketing collateral and other materials in written or electronic form provided to Customer by Procore in connection with Customer’s use of the Service.

2.5 “Enhancements” shall mean the following: minor modifications, revisions and corresponding Documentation with respect to the Services, including the addition of enhancements or improved performance made available by Procore to the Services; however, Enhancements shall not include the addition of significant new features not originally included as part of the Services.

2.6 “Maintenance Modifications” means bug fixes, patches, modifications or revisions to the Services that correct errors therein.

2.7 “Order Form” means the order form document signed by both parties, that is attached to these Terms, on which the Customer is identified and that specifies certain other agreed upon terms.

2.8 “Service(s)” means Procore’s services specified on the Order Form.

2.9 “Software” means Procore’s software programs and any associated user interfaces and related technology that Procore uses to provide the Services and that Procore makes available pursuant to this Agreement, including any Enhancements and Maintenance Modifications thereto.

3. PROVISION OF SERVICE/RESPONSIBILITIES.

3.1 Access. Subject to Customer’s payment of the fees set forth in the Order Form, Procore shall provide to Customer the necessary passwords, security protocols and policies and network links or connections to allow Customer and its Authorized Users to access the Services. Customer shall follow the implementation process outlined in Exhibit A.

3.2 License and Support. Procore grants Customer the nonexclusive right to access and use, and to permit each Authorized User to access and use, the Service for its intended purpose, in accordance with the specifications set forth in any Documentation. Procore shall provide the Customer and Authorized Users with (a) support for the Service as outlined in Exhibit A, and (b) access to Enhancements and Maintenance Modifications as they become available.

3.3 Limitations. Customer shall not, and shall not authorize or permit any Authorized User to (a) rent, loan or re-license rights to access and/or use the Services (except as specifically provided herein); (b) modify, disassemble, decompile, or reverse engineer software included as part of the Services; (c) share identification or password codes with persons other than Authorized Users or permit Customer’s account to be accessed by individuals who are not Authorized Users; or (d) use the Services in any way not expressly provided for in this Agreement. Customer shall be responsible for all activities that occur under Customer’s account and for all actions of Customer or its Authorized Users. Customer shall notify Procore of any unauthorized use of Customer’s passwords or account or any other breach of security that is known or suspected by Customer. Customer and its Authorized Users shall abide by all applicable local, state, national and foreign laws and regulations in connection with their use of the Services. Customer agrees to enter into agreements with its Authorized Users which contain terms that impose no less restrictions in all material respects than those imposed on Customer herein, including without limitation the provisions regarding the use of the Services and protection of Procore’s intellectual property, and that include additional terms as reasonably requested by Procore.

3.4 Customer Content. Customer represents and warrants that it has all necessary rights in the Customer Content to grant Procore the right to use, and Customer hereby grants Procore a non-exclusive, worldwide, royalty-free and fully paid license to use, the Customer Content as necessary for Procore to provide the Services. All rights in and to the Customer Content not expressly granted to Procore in this Agreement are reserved by Customer. Customer represents and warrants that any Customer Content hosted by Procore as part of the Services shall not (a) infringe or violate the rights of any third party; (b) be deceptive, defamatory, obscene or unlawful; or (c) contain any viruses, worms or other malicious computer programming codes intended to damage Procore’s system or data. Customer agrees that any use of the Services by Customer or Authorized Users contrary to or in violation of the representations and warranties of Customer in this section constitutes unauthorized and improper use of the Services. Customer shall have the sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Content. The parties agree that Procore does not and cannot review all Customer Content and shall not be responsible for such content but that Procore shall have the right to delete,

move or edit any Customer Content that Procore may determine, in its sole discretion, violates or may violate any applicable law or regulation, this Agreement or is otherwise unacceptable.

3.5 Customer Acknowledgement. As of the Effective Date, Customer acknowledges and agrees that an authorized representative of Customer has evaluated the features and functionality of the Services in a means satisfactory to Client and accepts that the Services have been demonstrably shown to have all of the features and functionality that have been represented to Customer.

3.6 Non-Procore Applications. Procore or third parties may make available third-party products or services ("*Non-Procore Applications*"). Any use by Customer and any exchange of data between Customer and the provider of Non-Procore Applications is solely between Customer and the applicable provider. Procore does not warrant or support Non-Procore Applications or other non-Procore products or services. If Customer installs or enables a Non-Procore Application for use with the Services, Customer hereby grants Procore permission to allow the provider of that Non-Procore Application to access Customer's data as required for the interoperation of that Non-Procore Application with the Services. Procore is not responsible for any disclosure, modification or deletion of any of Customer's data resulting from access by a Non-Procore Application. The Services may contain features designed to interoperate with Non-Procore Applications. To use such features, Customer may be required to obtain access to Non-Procore Applications from their providers, and may be required to grant Procore access to Customer's account(s) on the Non-Procore Applications. If the provider of a Non-Procore Application ceases to make the Non-Procore Application available for interoperation with the corresponding Service features on reasonable terms, Procore may cease providing those Service features without entitling Customer to any refund, credit, or other compensation.

3.7 Beta Services. From time to time, Procore may invite Customer to try certain beta services, including pilot, limited release, developer preview, non-production or evaluation services ("*Beta Services*") at no charge. Customer may accept or decline any such trial in Customer's sole discretion. Beta Services will be clearly designated as such by Procore. Beta Services are for evaluation purposes and not for production use, are not considered "Services" under this Agreement, are not supported, and may be subject to additional terms. Unless otherwise stated, any Beta Services trial period will expire upon the earlier of one year from the trial start date or the date that a version of the Beta Services becomes generally available. Procore may discontinue Beta Services at any time in Procore's sole discretion and may never make them generally available. Procore will have no liability for, and Customer hereby releases Procore from, any liability or damage arising out of or in connection with any Beta Service.

3.8 Litigation Support. In the event of any litigation or preparation for litigation related to Customer's use of the Services or related projects, if Customer or any agent or representative of Customer requires Procore to provide expert testimony on behalf of Customer or to gather data, research information, attend meetings, or perform other related services of any kind in support of Customer, Procore shall provide such services and Customer agrees to compensate Procore at the rate of \$300 per hour per individual providing the services, plus all reasonable out of pocket expenses, including but not limited to travel, lodging and meals where necessary.

4. PAYMENT.

4.1 Customer shall pay Procore the amounts specified on the Order Form. Unless otherwise specified, all payments shall be due thirty (30) days from the date of invoice. Overdue payments shall be subject to a late fee of one and one-half percent (1.5%) for each month or fraction thereof that the payment is overdue, or the highest interest rate permitted by applicable law, whichever is lower. In addition to any other remedies available to Procore, Procore shall be entitled to discontinue provision of the Services until all overdue amounts due are paid in full. Except for any failure to provide the Services as provided herein, all payments to Procore are non-refundable. Specifically, Customer's loss of construction business or Customer's failure to use the Services shall not be cause for any refund to Customer from Procore. Procore shall be entitled to be reimbursed by Customer for its collection costs incurred in attempting to collect any late payments, including reasonable attorney's fees.

4.2 The prices stated in Procore's quotations are exclusive of any federal, state, or other governmental taxes, duties, fees, or tariffs now or hereafter imposed on the Services. Customer shall be responsible for, and if necessary reimburse, Procore for all such taxes, duties, fees, excises, or tariffs, except for taxes imposed on Procore's net income.

4.3 Procore shall have the right to audit Customer's Construction Volume (as specified in the Order Form) to ensure compliance with agreed upon terms and pricing. Procore will give Customer at least ten (10) days advance notice of any such audit and will conduct the same during normal business hours in a manner that does not unreasonably interfere with Customer's normal operations. Such audit shall be at Procore's expense, provided however that if any such audit should disclose any underpayment by Customer, Customer shall immediately pay Procore such underpaid amount, together with interest thereon at the rate specified in Section 4.1, and Customer shall also pay Procore for Procore's expenses associated with such audit.

5. TERM/TERMINATION.

5.1 Term. This Agreement shall commence on the Effective Date and shall remain in effect for the initial term specified in the Order Form ("*Initial Term*"), unless earlier terminated as provided herein. Upon the expiration of the Initial Term, this Agreement shall automatically be renewed for the same period (each a "*Renewal Term*") billed thirty (30) days in advance of the renewal date unless otherwise elected by either party by providing written notice to the other received at least sixty (60) days prior to the expiration of the Term as then in effect. The Initial Term and any Renewal Terms are collectively referred to as the "Term".

5.2 Termination. Either party may terminate this Agreement upon any material breach of this Agreement by the other party that is not cured within thirty (30) days (ten (10) days in case of failure to pay) following written notice thereof. Termination for breach will not preclude the terminating party from exercising any other remedies for breach. In addition to any other remedies available to Procore, Procore may suspend Customer's or any Authorized Users' access to the Services, at Procore's sole option, in the event of any violation of this Agreement. Upon termination of this Agreement, Procore shall follow the data return procedures outlined in Exhibit A.

6. PROPRIETARY RIGHTS.

All proprietary rights in the Services, including the Software as well as any aggregate usage statistics, traffic patterns, and other non-personally identifiable data collected by Procore in connection with use of the Service, will remain in and be the sole and exclusive property of Procore. Procore shall have the royalty-free right to use any suggestions, ideas, feedback or other recommendations provided by Customer or Authorized Users relating to the Service. Procore may use Customer's name and/or its logo on Procore's website and in its marketing materials to indicate that Customer is a client of Procore. Customer hereby grants Procore the right to contact Customer and Authorized Users in connection with their use of the Services unless otherwise stated in the Order Form.

7. WARRANTIES.

7.1 Limited Warranty. Procore represents and warrants that the Services will perform in accordance with the Documentation. Provided that Customer notifies Procore of any breach of the foregoing warranty during the Term, Procore shall, as Customer's sole and exclusive remedy, provide the support services set forth in Exhibit A to this Agreement. The Services may contain links to sites on the Internet that are owned and operated by third parties. Customer acknowledges and agrees that Procore is not responsible for the availability of, or the content located on or through, any such external site.

7.2 Disclaimer. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, PROCORE DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED. PROCORE EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. PROCORE DOES NOT WARRANT THAT THE OPERATION OF THE SERVICES SHALL BE UNINTERRUPTED OR ERROR-FREE.

8. LIMITATION OF LIABILITY.

PROCORE SHALL NOT BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE. IN ANY EVENT, ASIDE FROM ITS OBLIGATIONS IN SECTION 9 OR A BREACH OF ITS OBLIGATIONS IN SECTION 10, PROCORE'S MAXIMUM LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT PAID TO PROCORE BY CUSTOMER DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING SUCH CLAIM.

9. INDEMNITY.

During the Term, Procore will defend, indemnify and hold harmless Customer against any action claiming that the Services infringe any duly issued patent, copyright or trademark or misappropriate any trade secret. In addition, each party ("*Indemnitor*") will defend, indemnify and hold harmless the other ("*Indemnitee*") against any third party claim arising out of the Indemnitor's breach of this Agreement. The indemnifying party's obligations under this Section are conditioned upon it having sole control of any such action, and upon the party seeking indemnification notifying it promptly in writing of the claim and giving it all authority, information, and assistance necessary to settle or defend such claim. In addition, if the use of the Services infringes or is enjoined, or Procore believes it is likely to infringe or be enjoined, Procore may, at its sole option, (a) procure for Customer the right to continue use

of the Services as furnished; (b) modify the Services to make them non-infringing, provided that they still substantially conform to the applicable Documentation; or (c) if Procore, after using all commercially reasonable efforts, is unable to accomplish the foregoing remedies, terminate the Agreement and refund Customer the prorated amount of any prepaid fees. The intellectual property indemnity provided herein shall not apply to the extent the alleged infringement arises from any use of the Services not in accordance with this Agreement or as specified in the Documentation or any unauthorized modification of the Services. This section states Procore's sole and exclusive liability for any infringement of proprietary rights.

10. CONFIDENTIALITY.

Each party agrees that during and after the existence of this Agreement it will hold in strictest confidence, and will not use for any purpose unrelated to its performance of this Agreement or disclose to any third party, any Confidential Information of the other party. The term "*Confidential Information*" shall mean all non-public information, whether business or technical in nature, that the other party designates as being confidential, or which under the circumstances of disclosure ought to be treated as confidential and shall include (but is not limited to) information concerning business methods, business plans, new product launches, customer and vendor information, internal policies and procedures and pricing and other financial information. Neither party shall disclose the terms or conditions of this Agreement without the prior written consent of the other party, except (i) as may be required by law or (ii) to its employees, contractors or agents who have a specific need to know such information and are under a written obligation of confidentiality at least as restrictive as that contained in this Section. Notwithstanding the foregoing, information will not be deemed confidential if it (i) was known to the receiving party, and such information was acquired through proper methods, prior to its receipt from the disclosing party, as evidenced by written records of the receiving party; (ii) is now or (through no act or failure on the part of the receiving party) later becomes generally known through no breach of this Agreement by the receiving party; (iii) is supplied to the receiving party by a third party that is free to make that disclosure without restriction; or (iv) is independently developed by the receiving party without use of or reference to any Confidential Information provided by the disclosing party. The restrictions on disclosure imposed by this Section shall not apply to information that is required by law or order of a court, administrative agency or other governmental body to be disclosed by the receiving party, provided that in each such case the receiving party provides the disclosing party with prompt written notice of such order or requirement and reasonably assists the disclosing party in obtaining a protective order or other appropriate relief.

11. GENERAL.

11.1 Waiver/Amendment. This Agreement may not be modified except by a written instrument signed by both parties. Failure by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision.

11.2 Assignment. Neither party may assign this Agreement, in whole or in part, without the other party's written consent; provided, however, that: (a) Procore may assign this Agreement without such consent in connection with any merger, consolidation, any sale of all or substantially all of such party's assets or any other transaction in which more than fifty percent (50%) of its voting securities are transferred ("*Change in Control*"); and (b) Customer may assign this Agreement upon any Change in Control, subject to Procore's written consent, which shall not be unreasonably withheld or delayed, subject to all of the

terms of this Agreement. Any attempt to assign this Agreement other than in accordance with this provision shall be null and void.

11.3 Governing Law/Attorneys' Fees. The rights of the parties hereunder shall be governed by the laws of the State of California, without giving effect to principles of conflicts of laws. Any suits brought hereunder shall be brought in the federal or state courts serving Santa Barbara County. In the event of any claim, action or judicial proceeding arising under this Agreement, the prevailing Party shall be entitled to recover reasonable attorney's fees and expenses incurred in resolving such claim, action or judicial proceeding.

11.4 Severability/Notice. If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement shall remain in full force and effect. Any notice, consent, or other communication hereunder shall be in writing, and shall be given personally, sent via overnight delivery or sent via email with confirmation of receipt to either party at their respective addresses set forth in the Order Form (or such other address as provided by that party). Notices shall be deemed given when delivered.

11.5 Independent Contractors. The relationship of the parties is that of independent contractors and nothing contained in this Agreement shall be construed to make either party an agent, partner, joint venturer, or representative of the other for any purpose.

11.6 Force Majeure. Nonperformance of either party shall be excused to the extent that performance is rendered impossible by any reason where failure to perform is beyond the reasonable control of the non-performing party.

11.7 Entire Agreement/Survival. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and replaces any prior understandings, written or oral. If there is any conflict between the Terms and the Order Form, the Terms shall be controlling unless the Order Form identifies the specific provision in the Terms that is to be superseded and expressly states the parties' intent to supersede the Terms. In addition to any rights that accrued prior to termination, the provisions of Sections 6 through 11 shall survive any termination of this Agreement.

EXHIBIT A

SUPPORT AND MAINTENANCE

1. SERVICE LEVEL AGREEMENT

Procore has a service level objective for the Services of 99.9% availability, twenty four hours a day, seven days a week, 365 days a year. Downtime does not include (i) problems caused by factors outside of Procore's reasonable control, and (ii) unavailability of the Services during scheduled maintenance.

2. SUPPORT

During the Term, Customer and Authorized Users shall have unlimited access to technical support via telephone, online chat, email, or self-paced online tutorials. Support hours will be 8:00 a.m. to 8:00 p.m. Eastern Time (ET), Monday through Friday, excluding holidays. Support does not include training sessions on the features and functionality of the Services or training in computer skills considered prerequisite to an individual's ability to use personal computers, the Internet/World Wide Web and online software.

Upon Procore's receipt of a support request, Procore will use commercially reasonable efforts to answer questions and provide standard error corrections to known problems. In the event of any problems or errors involving the Services that Procore cannot immediately resolve, Procore will begin working on a resolution to the problem and will work diligently and in a commercially reasonable manner on the problem until it is resolved.

3. DATA BACKUP AND RETURN

During the Term, Procore shall make commercially reasonable efforts to protect the security of Customer's data, and shall complete daily data backups of Customer's data to an archive format that shall be kept physically separate from the Procore database and web server hardware.

Procure contracts with a third-party data center provider to provide essential technology services such as network connectivity to the Internet for the servers running the Services. Personnel access to the data center used by Procore for these Services is restricted, and all entrances and common areas are monitored 24x7 via closed-circuit cameras. Public access to the data center is forbidden. Fire-suppression systems are located in the data center, and power systems in the data center are designed to run uninterrupted even in the event of a total power outage. All servers are supplied with Uninterruptible Power Supply ("UPS") power sources that will continue to run if utility power fails. The UPS power subsystem is fully redundant, with instantaneous fail over in case the primary UPS fails. In the event of an extended power outage, on-site diesel generators can run indefinitely. Generators are regularly tested to ensure functionality in the event of an emergency.

All Customer Content is the property of the Customer. Upon restriction, suspension or termination of a Customer account, and assuming there has been no material breach of this Agreement by Customer, Procore will allow Customer, at no additional cost, to export all of Customer Content as well any additional data which may be readily exported from the Services to a standard electronic file format. At Procore's sole discretion, a Customer's area within the Services may be kept active as long as the Customer is provided with "read-only"

access. This access shall be accepted by Customer as a full substitute for a complete file export of Customer's project data.

4. MAINTENANCE

4.1 Unplanned Outages. If a system failure should occur that creates an outage of the Services, Procore will utilize all reasonable means to end the outage as soon as possible. Outages due to the Internet, hosting providers and/or Customer or Authorized User systems are outside the control of Procore and, in such event, Procore will assist the Customer or Authorized User in the diagnosis but may not be able to resolve the problem.

4.2 Preventative Maintenance. From time to time, Procore or its hosting providers will perform preventative maintenance, such as updating servers and routers with security patches, and software upgrades. Procore will provide notice prior to any interruption in the Services and will keep any resulting downtime reasonable. Procore shall use all reasonable efforts to perform such maintenance at hours convenient for the Customer and Authorized Users.