



PROCORE SUBSCRIPTION TERMS

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

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

1. BACKGROUND. Procure has developed certain construction project management Software (defined below), to which it provides access as part of its Services (defined below). Customer wishes to enter into this Agreement for a subscription to the Services identified on an Order Form. Procure desires to make those Services available to Customer subject to the terms of this Agreement.

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

2.1 "Agreement" means, collectively, the terms of the Order Form and these Terms.

2.2 "Authorized User" means any individual who is authorized by virtue of such individual's relationship to, or permissions from, Customer, to access and receive Customer Content/Customer Data and use the Services on Customer's behalf pursuant to Customer's rights under this Agreement.

2.3 "Construction Volume" means the aggregate dollar value of the construction work performed, planned, or put in place for all Customer Projects for which Customer utilizes the Services during a given time period, most often a one-year period. The Order Form shall set forth the service period and amount of Construction Volume purchased by Customer.

2.4 "Customer Content" means any content created by or on behalf of Customer or an Authorized User in connection with the Services and Customer Projects.

2.5 "Customer Data" means personally identifiable information provided by Customer to Procure regarding natural persons.

2.6 "Customer Project" means each distinct construction project for which Customer utilizes the Services constrained by a specific scope, budget, and schedule, as specified in a construction project agreement. The lifecycle phases for typical construction projects may include initiation, planning, design, demolition, construction, commissioning, and closeout.

2.7 "Data Center Region" means a location in which Procure or its affiliates maintain data processing operations, including the United States, Canada, the European Union, Australia, and the United Kingdom.

2.8 "Documentation" means online user guides provided and updated by Procure via <https://support.procure.com/products/online/user-guide> in connection with Customer's subscription to the software Services specified on the applicable Order Form.

2.9 "Enhancements" means the following: minor modifications, revisions, and corresponding Documentation with respect to the Services, including the addition of enhancements or improved performance made available by Procure to the Services; however, Enhancements do not include the addition of New Features not originally included as part of the Services described on a particular Order Form.

2.10 "Maintenance Modifications" means bug fixes, patches, modifications, or revisions to the Services that correct errors therein; however Maintenance Modifications do not include New Features not originally included as part of the Services described on a particular Order Form.



2.11 “**New Features**” means those new or materially different technological or service features and/or tools that ProcCore develops over time, which are, in ProcCore’s discretion, offered to Customers as additional features for a fee and are distinct from included Enhancements and Maintenance Modifications.

2.12 “**Order Form**” means the order form document signed by both Parties that is attached to and governed by these Terms, on which the Customer is identified, and which specifies certain other agreed-upon terms including Customer’s specific subscription information pertaining to the Services. The Parties may enter into additional Order Forms during the Term, each of which will be subject to these Terms.

2.13 “**Project Caps**” means the maximum number of simultaneous Customer Projects, as stated on the Order Form.

2.14 “**Services**” means (1) ProcCore’s proprietary Software offerings, and (2) any professional services that are specified on the Order Form.

2.15 “**Site**” means app.proccore.com and all associated ProcCore mobile applications that utilize ProcCore’s Software.

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

2.17 “**Subscription Fee**” means the agreed-upon subscription fee(s) for the Services as stated on the Order Form.

3. PROVISION OF SERVICE/RESPONSIBILITIES.

3.1 Subscription Rights and Access. Subject to the terms of this Agreement (including payment of fees), ProcCore will provide Customer with access to the Services during the Term. Customer, via its Authorized Users, may access and use the Services only for its intended purposes, in accordance with the specifications set forth in any Documentation and for Customer’s internal business use and the limits on Construction Volume, Project Caps, Customer Projects, and/or other use restrictions specified on the applicable Order Form. Subject to Customer’s payment of the fees set forth in the Order Form, ProcCore 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.

3.2 Support; Compatibility. ProcCore shall provide the Customer and its Authorized Users with (a) support for the Services as outlined in Exhibit A, and (b) access to Enhancements and Maintenance Modifications as they become available. Customer and its Authorized Users are solely responsible for ensuring that they have sufficient and compatible hardware, software, telecommunications equipment, and Internet service necessary for the use of the Site and Services.

3.3 Site Updates. ProcCore may, in its discretion, change, modify, upgrade, or discontinue any aspect or feature of the Site in whole or in part. Such changes, upgrades, modifications, additions, or deletions will be effective immediately upon notice thereof, which may be made by posting such changes to the Site. In the event ProcCore modifies or discontinues any content or feature of the Site which results in a material reduction of functionality or degradation of the Site, ProcCore shall provide comparable functionality. ProcCore may, from time to time, develop New Features, which will be offered to customers for additional fees.

3.4 Limitations. Customer shall not, and shall not authorize or permit any Authorized User to (a) rent, loan, or license rights to access and/or use the Services and/or the Software (except as specifically provided herein); (b) copy, 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; (d) access, use, or permit a third party to access or use the Services or Software for purposes of competitive analysis, including the development,



provision, or use of a competing software or service or for any other purpose that may be to Procure's detriment or commercial disadvantage; (e) use the Services in any way not expressly provided for in this Agreement; (f) use the Services in a manner that infringes the intellectual property, privacy, or other rights of third parties; (g) remove any title, trademark, copyright, or restricted rights notices or labels from the Services; (h) interfere with or disrupt the integrity or performance of the Services; or (i) expose Procure to any malware, including viruses, worms, or any other malicious computer programming codes that may damage Procure or third-party systems or data. Customer shall be responsible for all activities that occur under Customer's account and for all actions of Customer or its Authorized Users and both Customer and Authorized Users shall use the Site and the Services in accordance with the Terms of Service located at <https://www.procure.com/fine-print/terms>. Procure will provide a notification to Customer, via the Site, of updates to the Terms of Service. It is Customer's responsibility to review the Terms of Service from time to time on the Site to ensure that Customer continues to agree with all of its terms. Customer's continued use of the Site or the Services following the posting of changes to the Terms of Service will mean Customer accepts those changes. If there is any conflict between the Terms of Service and this Agreement, this Agreement will govern. Customer shall notify Procure 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 shall be responsible for any breach of this Agreement by its Authorized Users and agrees to enter into agreements with its Authorized Users that contain terms that impose restrictions in all material respects no less than those imposed on Customer herein, including, but not limited to, the provisions regarding the use of the Services and protection of Procure's intellectual property, and that include additional terms as reasonably requested by Procure.

3.5 Customer Content. Procure will process Customer Content in order to provide and enhance the Services and Software. The Parties acknowledge and agree that the Customer is at all times the data controller and Procure is a data processor. Customer represents and warrants that it has all necessary rights in the Customer Content to grant Procure the right to use, and Customer hereby grants Procure a non-exclusive, worldwide, royalty-free, transferable, and fully paid license to use, modify, and distribute the Customer Content as necessary for Procure to provide and enhance the Services. All rights in and to the Customer Content not expressly granted to Procure in this Agreement are reserved by Customer. Customer represents and warrants that any Customer Content hosted by Procure as part of the Services will not (a) infringe or violate the rights of any third party; or (b) be deceptive, defamatory, obscene, or unlawful. Customer acknowledges 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 sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Content. The Parties acknowledge that Procure does not and cannot review all Customer Content and will not be responsible for such content, and that Customer instructs Procure to delete, move, or edit any Customer Content that Procure determines violates or might violate this Agreement, its Terms of Service, or any applicable law or regulation, or is otherwise unacceptable. Customer acknowledges and agrees that the Customer Content may be transferred or stored in a Data Center Region. Customer acknowledges and agrees that the Customer Content may be shared with third parties as necessary to provide and enhance the Services.

3.6 Customer Data. Procure will process Customer Data as needed to provide the Services. The Parties acknowledge and agree that the Customer is at all times the data controller and Procure is a data processor. Customer represents and warrants that Customer shall only provide to Procure the minimum amount of personally identifiable information, the extent of which is determined and controlled by Customer in its sole discretion, for each Authorized User, to enable the Authorized User to enjoy the benefit of this Agreement. Customer represents and warrants that Customer is entitled to transfer relevant Customer Data to Procure so that Procure may lawfully use, process, and transfer the Customer Data in accordance with this Agreement on Customer's behalf and Customer shall ensure the same. Customer shall ensure that the relevant third parties, including data subjects, have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation. Customer acknowledges that Procure is reliant on Customer for direction as to the extent to which Procure is entitled to use and process the Customer Data. Procure shall process the Customer Data only in accordance with the terms of this Agreement and any written instructions given by Customer. Customer acknowledges and agrees that the Customer Data may be transferred or stored in a Data Center Region. Customer acknowledges and agrees that the Customer Data may be shared with third parties as necessary to provide and enhance the Services. Procure will not be liable for any claim



brought by an Authorized User arising from any action or omission by Procure, to the extent that such action or omission resulted from Customer's instructions.

3.7 Aggregate Content. Customer acknowledges and agrees that Procure may obtain and aggregate Customer Content and/or anonymized Customer Data with respect to Customer or Authorized Users ("**Aggregate Content**"), and Procure may utilize the Aggregate Content to analyze, improve, support, and operate the Services, during and after the term of this Agreement. Customer acknowledges that Aggregate Content is not Customer Content or Customer Data.

3.8 Customer Acknowledgement. As of the Effective Date, Customer acknowledges and agrees that Customer's authorized representative has evaluated the features and functionality of the Services in a means satisfactory to Customer and accepts that the Services have been demonstrably shown to have all of the features and functionality to Customer's satisfaction. Customer agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features, nor dependent on any oral or written comments made by Procure regarding future functionality or features.

3.9 Non-Procure Applications. Procure and third parties may make available third-party products or services, including, but not limited to, third-party products available on the Procure App Marketplace (<https://marketplace.procure.com/>) ("**Non-Procure Applications**"). Any use by Customer and any exchange of data between Customer and the provider of Non-Procure Applications is solely between Customer and the applicable provider. Procure does not warrant or support Non-Procure Applications or other non-Procure products or services. If Customer installs or enables a Non-Procure Application for use with the Services, Customer hereby grants Procure permission to allow the provider of that Non-Procure Application to access Customer's data and content as required for the interoperation of that Non-Procure Application with the Services. Procure is not responsible for any disclosure, modification, or deletion of any Customer Data or Customer Content resulting from access by or integration with a Non-Procure Application. The Services may contain features designed to interoperate with Non-Procure Applications. To use such features, Customer may be required to obtain access to Non-Procure Applications from their providers, and may be required to grant Procure access to Customer's account(s) on the Non-Procure Applications. Customer agrees to fully comply with any terms and conditions required by providers of Non-Procure Applications and obtain all consents necessary for Procure to receive Customer Data and/or Customer Content from such providers. If the provider of a Non-Procure Application ceases to make the Non-Procure Application available for interoperation with the corresponding Service features, Procure may cease providing those Service features without providing Customer any refund, credit, or other compensation. Customer uses Non-Procure Applications at its own risk and Procure is not responsible for any acts or omissions of providers of Non-Procure Applications. PROCORE HEREBY DISCLAIMS ALL LIABILITY FOR ANY HARM OR DAMAGES CAUSED BY NON-PROCURE APPLICATIONS.

3.10 Beta Services. From time to time, Procure may invite Customer and Authorized Users to try or discuss certain beta services, including pilot, limited release, developer preview, in-development, non-production, or evaluation services ("**Beta Services**") at no charge. Customer may accept or decline any such trial. Beta Services will be clearly designated as such by Procure. Beta Services and discussions about Beta Services are Procure's Confidential Information, 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. Procure may discontinue Beta Services at any time and may never make them generally available. BETA SERVICES ARE PROVIDED "AS IS" WITHOUT EXPRESS OR IMPLIED WARRANTY AND WITHOUT INDEMNITY. 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.

4. PAYMENT.

4.1 Payment Terms. Customer shall pay Procure all Subscription Fees specified on the Order Form upon receipt of invoice unless otherwise stated on the Order Form. Overdue payments will be subject to a late fee of 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 Procure, Procure



shall be entitled to discontinue provision of the Services until all overdue amounts due are paid in full. Except as expressly provided in this Agreement, all payments to ProcCore are non-refundable and non-cancelable. Customer shall reimburse ProcCore for ProcCore's collection costs incurred in attempting to collect any late payments, including reasonable attorneys' fees.

4.2 The Subscription Fees stated on the Order Form are exclusive of any federal, state, or other governmental taxes, duties, fees, excises, or tariffs ("**Taxes**") now or hereafter imposed on the Services. Customer shall be responsible for, and if necessary shall reimburse, ProcCore for all such Taxes on any amounts payable by Customer hereunder, except for taxes imposed on ProcCore's net income. If ProcCore has the legal obligation to pay or collect Taxes for which Customer is responsible under this Section, ProcCore will add such Taxes to the amount invoiced to Customer.

4.3 ProcCore may audit Customer's Construction Volume (as specified on the Order Form) to ensure compliance with this Agreement. ProcCore will give Customer at least ten days' advance notice of any such audit and will conduct the audit during normal business hours in a manner that does not unreasonably interfere with Customer's normal operations. Customer agrees to reasonably cooperate with and assist ProcCore upon receipt of a notice of audit. Such audit will be at ProcCore's expense; however, if any such audit discloses any underpayment by Customer or usage exceeding Customer's subscription as stated on the Order Form(s), ProcCore may invoice Customer and Customer shall immediately pay ProcCore such underpaid amount, together with interest thereon at the rate specified in section 4.1, and Customer shall also pay ProcCore for ProcCore's expenses associated with such audit.

5. TERM/TERMINATION.

5.1 Term. This Agreement commences on the Effective Date and will remain in effect for the initial term specified on the Order Form ("**Initial Term**"), unless earlier terminated as provided herein. Upon the expiration of the Initial Term, this Agreement will automatically be renewed for one year (each such period an "**Automatic Renewal Term**") unless one Party gives notice to the other Party at least ten days prior to the end of the Initial Term. The Subscription Fees must be paid on or before the start of the Automatic Renewal Term in order to avoid a termination of Services.

5.2 Termination. Either Party may terminate this Agreement upon: (1) any material breach of this Agreement by the other Party that is not cured within thirty days (or within ten days in case of failure to pay) following written notice thereof; (2) the other Party becoming insolvent or bankrupt, liquidating or being dissolved, or ceasing substantially all of its business; or (3) a breach of section 11.3. Upon expiration or termination of this Agreement or Services authorized in an Order Form, Customer shall immediately discontinue all access and use of the Services. In the event Customer terminates this Agreement for a material and uncured breach by ProcCore, ProcCore shall, as Customer's sole and exclusive remedy, refund to Customer any prepaid but unused Subscription Fees calculated on a straight-line prorated basis for the remainder of the then-current Term. In the event that ProcCore terminates the Agreement for a material and uncured breach by Customer, Customer shall continue to pay any fees due to ProcCore pursuant to section 4.1. In addition to any other remedies available to ProcCore, ProcCore may suspend Customer's or any Authorized Users' access to the Services, at ProcCore's sole option, in the event of any violation of this Agreement. Upon termination of this Agreement, ProcCore shall follow the data return procedures outlined in Exhibit A.

6. PROPRIETARY RIGHTS.

ProcCore will retain all worldwide right, title, and interest (including intellectual property rights) in and to the Site and the Services, the look and feel of the Site, and all copyrights in and to its content. The Site is copyrighted, trademarked, or otherwise protected, and owned or licensed by ProcCore. Nothing in this Agreement grants Customer or any Authorized User an express or implied right to use any ProcCore intellectual property except as set forth in section 3.1 above. All proprietary rights in the Services, including the Software and any aggregate usage data, traffic patterns, and Aggregate Content collected by ProcCore in connection with use of the Services, will be the sole and exclusive property of ProcCore. ProcCore retains the royalty-free right to use any suggestions, ideas, feedback, or other recommendations provided by Customer or Authorized Users relating to the Services. ProcCore may use Customer's name and/or its logo on ProcCore's website and in its marketing materials to indicate



that Customer is a client of Procure. Customer hereby grants Procure the right to contact Customer and Authorized Users in connection with their use of the Services unless otherwise stated on the Order Form. All other rights not expressly granted in this Agreement are reserved by Procure.

7. WARRANTIES AND LIABILITY.

7.1 Limited Warranty. Each Party warrants that it has all necessary authority to enter into and perform its obligations under this Agreement. Procure represents and warrants that (1) the Services will perform substantially in accordance with the Documentation under normal circumstances and when used in accordance with this Agreement and applicable Documentation, and (2) the Services provided hereunder will be performed in a professional manner in accordance with prevailing industry standards. **Provided that Customer notifies Procure of any breach of the foregoing warranty during the Term, Procure 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 Procure is not responsible for the availability of, or the content located on or through, any such external site.

7.2 Disclaimer. The Services are provided "as is". Except as specifically provided in this Agreement, Procure disclaims all other warranties and conditions, express or implied. Procure expressly disclaims any implied warranties, including the warranties of merchantability, fitness for a particular purpose, title and non-infringement. Procure does not warrant that the operation of the Services will be uninterrupted or error-free. Specifically, third-party content and applications are provided "as-is," exclusive of any warranty. Procure disclaims all liability for any harm or damages caused by any third-party networking or hosting providers.

7.3 Liability. Procure will not be liable for any special, indirect, exemplary, punitive, incidental, or consequential damages of any nature (including Customer's loss of construction business or Customer's failure to use the Services). In any event, aside from its obligations in section 8, Procure's total maximum liability arising out of or in any way connected to this Agreement will not exceed the amount paid to Procure by Customer during the twelve-month period immediately preceding such claim. These limitations will apply whether a claim arises under contract, tort or any other theory of liability. 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. In these jurisdictions, Procure's liability will be limited to the greatest extent permitted by law. The limitations set forth in this section 7 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, reflect an allocation of risk between the Parties, and that absent these disclaimers, exclusions, and limitations of liability, the terms and conditions of this Agreement would be substantially different.

8. INDEMNITY.

8.1 During the Term, Procure shall defend, indemnify, and hold harmless Customer from any loss or damages finally awarded or agreed in settlement arising from a third-party action claiming that the Services infringe any duly issued U.S. patent, copyright, or trademark or misappropriate any trade secret. In addition, if the use of the Services infringes or is enjoined, or Procure believes it is likely to infringe or be enjoined, Procure 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 Procure, after using commercially reasonable efforts, is unable to accomplish the foregoing remedies, terminate this Agreement and refund to Customer any prepaid but unused Subscription Fees calculated on a straight-line prorated basis for the remainder of the then-current Term. The intellectual property indemnity provided herein does not apply to the extent the alleged infringement arises from (x) any use of the Services not in accordance with this Agreement or as specified in the Documentation, (y) any combination of the Services and third-party applications (including but not limited to Non-Procure Applications), or (z) any



unauthorized modification of the Services. This section states ProcCore's sole and exclusive liability and Customer's sole remedies for any threatened or actual infringement of proprietary rights.

8.2 During the Term, Customer shall defend, indemnify, and hold harmless ProcCore and its officers, directors, employees, agents, successors, and assigns from and against any claims, damages, liabilities, judgments, settlements, losses, costs, or expenses of any kind, including reasonable attorneys' fees, arising out of (a) processing of Customer Data within the scope of this Agreement; (b) Customer's misuse of the intellectual property rights of any third party; and (c) any Customer Content that may violate section 3.5 of this Agreement.

9. CONFIDENTIALITY.

The Parties and Authorized Users shall, during and after the existence of this Agreement, 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**" means all non-public information that the other Party designates as being confidential, or which, under the circumstances of disclosure, ought to be reasonably understood to be confidential. Confidential Information includes, but is not limited to, information concerning business methods, pricing, business plans, new product launches, new product development, customer and vendor information, internal policies and procedures, other financial information, technical information and design, and the terms and conditions of this Agreement. Each Party shall not disclose the other Party's Confidential Information without the prior written consent of such other Party, except 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. Information will not be deemed confidential if it (a) was known to the receiving Party and was acquired through proper methods, prior to its receipt from the disclosing Party, as evidenced by written records of the receiving Party; (b) is now or later becomes (through no act or failure on the part of the receiving Party) generally known through no breach of this Agreement by the receiving Party; (c) is supplied to the receiving Party by a third party that is free to make that disclosure without restriction; or (d) 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 do 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, at the disclosing Party's expense, in seeking a protective order or other appropriate relief. Upon termination of this Agreement, each Party shall promptly cease all further use of Confidential Information, return to the other Party all physical materials containing Confidential Information, whether the materials were originally provided by the disclosing Party or copied or otherwise prepared by the receiving Party, and erase or otherwise destroy any Confidential Information kept by either Party in electronic or other non-physical form. The Parties acknowledge that the receiving Party will not be required to return to the disclosing Party or destroy those copies of Confidential Information residing on the receiving Party's backup or disaster-recovery systems, or which must be maintained for regulatory or policy purposes; provided that such Party continues to abide by its obligations under this section. ProcCore will be deemed to satisfy its obligations to return Confidential Information if it complies with its obligations with respect to the export or availability of Customer Content in Exhibit A. Termination or expiration of this Agreement will not affect each Party's continuing obligations under this section.

10. PRIVACY.

The ProcCore "**Privacy Policy**" is located at <http://www.procCore.com/legal/privacy> and may be amended from time to time. Any updates to the Privacy Policy will be posted to the Site and will be effective immediately upon posting to the Site. ProcCore will provide a notification to Customer, via the Site, of updates to the ProcCore Privacy Policy. It is Customer's responsibility to review updates to the Privacy Policy to ensure that Customer acknowledges that ProcCore processes Customer Data in accordance with the ProcCore Privacy Policy. If there is any conflict between the Privacy Policy and this Agreement, this Agreement will govern.



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, delegate, or otherwise transfer this Agreement, in whole or in part, voluntarily, involuntarily, by operation of law, or otherwise without the other Party's prior written consent; except that Procure may assign, delegate, or otherwise transfer this Agreement without such consent to an affiliate or in connection with any merger, consolidation, reorganization, amalgamation, sale of assets, or any other similar transaction. Any attempt to assign, delegate, or otherwise transfer this Agreement other than in accordance with this provision will be void.

11.3 Compliance with Laws. Both Parties shall comply with all applicable local, state, national, and foreign laws, rules, and regulations including all applicable export and import laws and regulations in connection with their performance, access, and/or use of the Services under this Agreement. Customer represents and warrants that Customer, and its directors, officers, employees, and agents, have not taken, and during the term of this Agreement, will not take any action that would constitute a violation of the Foreign Corrupt Practices Act of 1977, as amended, the UK Bribery Act 2010, or any other anti-bribery or anti-corruption legislation of the United States, or any other jurisdiction in which Customer or Procure conducts business.

11.4 Data Controller; Export. Customer shall comply with all legal duties applicable to Customer, including obligations as data controller by virtue of Customer's role in determining Authorized Users. Specifically, Customer shall provide relevant persons and/or participants with all information Customer is required by law to provide, and, if necessary, shall obtain the consent of these persons. The Services and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Customer represents that it is not named on any U.S. government denied-party list. Customer shall not permit Authorized Users to access or use the Services in a U.S.-embargoed country (currently Cuba, Iran, North Korea, Sudan, Syria, or Crimea) or in violation of any U.S. export law or regulation.

11.5 Governing Law; Attorneys' Fees. The rights of the Parties hereunder will be governed by the laws of the State of California, without regard to its principles of conflicts of law. Any suits brought hereunder must be brought in the federal or state courts serving Santa Barbara County, California. In the event of any claim, action, or judicial proceeding arising under this Agreement, the prevailing Party will be entitled to recover reasonable attorneys' fees and expenses incurred in resolving such claim, action, or judicial proceeding.

11.6 Severability; Notice. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement will remain in full force. Any notice, consent, or other communication hereunder must be in writing, and must be given personally, or sent via overnight delivery or via email with confirmation of receipt, to either Party at its respective address set forth in the Order Form (or such other address as provided by that Party), or by Procure to Customer via notification from the Services. Notices will be deemed given when delivered.

11.7 Independent Contractors. The relationship of the Parties is that of independent contractors and nothing contained in this Agreement will be construed to make either Party an agent, partner, joint venturer, or representative of the other for any purpose. This Agreement is for the sole benefit of the Parties and their respective permitted successors and assigns, and nothing herein, express or implied, is intended to or will confer upon any other person or entity any legal or equitable right, benefit, or remedy under or by reason of this Agreement.

11.8 Force Majeure. Nonperformance by either Party (other than Customer's payment obligations) will be excused to the extent failure to perform is beyond the reasonable control of the non-performing Party.

11.9 Entire Agreement; Survival. This Agreement, together with any URLs contained herein, any exhibits, and the Order Form(s), constitutes the entire agreement between the Parties with respect to the subject



matter hereof and replaces any prior understandings, written or oral. Further, under no circumstances will the provisions of any document issued by Customer (including, but not limited to, any request for quotes or proposals, purchase orders, non-disclosure agreements, Customer exhibits to this Agreement, and vendor forms or registrations with terms that conflict with this Agreement) be deemed to modify, alter, or expand the rights, duties, or obligations of the Parties under this Agreement, regardless of any failure of ProcCore to object to such terms, provisions, or conditions. If there is any conflict between the terms of this Agreement and the Order Form, the Order Form will prevail. In addition to any rights that accrued prior to termination, the provisions of sections 3.7, 4, and 6 through 11 will 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, 24 hours a day, 7 days a week, 365 days a year. Downtime does not include (i) problems caused by factors outside of Procore's reasonable control, or (ii) unavailability of the Services during scheduled maintenance.

2. Support.

During the Term, Customer and Authorized Users will have access to technical support via telephone, online chat, email, or self-paced online tutorials. Support hours will be 24 hours Monday through Thursday, 12:00 a.m. to 9:00 p.m. Pacific Time ("PT") Friday, and 7:00 a.m. to 6:00 p.m. PT Saturday and Sunday, excluding holidays. Support does not include training sessions on the features and functionality of the Services (implementation) or training in computer skills considered prerequisite to an individual's ability to use personal computers, the Internet/World-Wide Web, Non-Procore Applications, Customer's hardware, 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.

3. Data Backup and Return.

During the Term, Procore shall make commercially reasonable efforts to protect the security of Customer Content/Customer Data, as set forth below, and shall complete daily data backups that include Customer's data in an archive format that is kept physically separate from the Procore database and web server hardware. The Services do not replace the need for Customer to maintain regular data backups or redundant data archives.

Procore contracts with a third-party data center provider to provide 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 failover in case the primary UPS fails. In the event of an extended power outage, Procore relies on onsite diesel generators. Generators are regularly tested to ensure functionality in the event of an emergency.

For thirty days following the termination of this Agreement, and provided that there has been no material breach of this Agreement by Customer, Procore will make Customer Content/Customer Data available to Customer, at Customer's request, via read-only access to the Service, solely for purpose of allowing Customer to retrieve Customer Content/Customer Data. Customer allows Procore after such thirty-day period to delete all Customer Content/Customer Data.

4. Maintenance.

4.1 Unplanned Outages. If a system failure occurs that creates an outage of the Services, Procore will utilize commercially 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 Procore's control and, in such event, Procore may 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.



Procure will provide notice prior to any interruption in the Services for scheduled maintenance and will keep any resulting downtime reasonable. Procure will use reasonable efforts to perform such maintenance during non-peak hours.