



PROCORE SUBSCRIPTION AND SERVICES AGREEMENT

This Subscription and Services Agreement, including any Orders and SOWs, ("**Agreement**") governs Customer's use of Procore Services. This Agreement is between the applicable Procore contracting entity set forth in Section 11.5 ("**Procore**") and the customer contracting entity identified on the Order or SOW ("**Customer**"). Procore and Customer may also be referred to herein individually as "**Party**" or together as the "**Parties**." Capitalized terms used but not otherwise defined herein have the respective meanings designated in Section 12. The "**Effective Date**" is the date Customer accepts the terms of this Agreement by executing an Order or SOW that references this Agreement. The Parties hereby agree as follows:

1. PROVISION OF SERVICES

- 1.1. Access to Subscription Services. Subject to Customer's compliance with this Agreement and timely payment of applicable Fees, during the Subscription Term, Procore shall make the Subscription Services available to Customer for Customer's internal business use in accordance with the Usage Metrics purchased by Customer. Customer agrees that its purchase and use of the Subscription Services are not contingent on any future functionality or features, or dependent on any oral or written statements made by Procore or any of its Affiliates regarding future functionality or features.
- 1.2. Evolving Procore Technology. Subject to Section 7.2(b), Procore may issue Updates for the Services during the Subscription Term.
- 1.3. Protection of Customer Data. Procore shall maintain administrative, technical, and physical safeguards designed to protect the security, confidentiality, and integrity of Customer Data. Where Customer's use of the Services includes the processing of "personal data" subject to applicable data protection laws, such use will be governed by the data processing addendum located at procore.com/legal/dpa ("**DPA**") that is incorporated into this Agreement either by reference or, at Customer's option, when countersigned by Customer and provided to Procore at dpa@procore.com. Customer shall only provide to Procore the minimum amount of personal data necessary to enable Customer to use the Services in accordance with this Agreement.
- 1.4. Beta Services. From time to time, Procore may invite Customer and Authorized Users to participate in a program regarding certain pre-release or beta services (collectively, "**Beta Services**"). Customer may accept or decline to participate in any Beta Services. Any services designated by Procore as Beta Services (e.g., "beta," "pilot," "limited release," "developer preview," "non-production evaluation," or other similar designation) are solely for Customer's evaluation purposes. If Customer opts into a Beta Service, Customer agrees to participate in usage and other testing and provide Feedback about such Beta Service, as reasonably requested by Procore. Beta Services are not considered Services under this Agreement, are not supported, and may be subject to additional program terms. Unless otherwise stated, any Beta Service evaluation period will expire upon the earlier of one (1) year from the evaluation start date and the date of such Beta Service's commercial release, unless such Beta Service is earlier discontinued by Procore. Procore may discontinue any Beta Service at any time and may never make such Beta Service generally available. **Beta Services are provided "as is," without express or implied warranty, and without indemnity. Procore and its Affiliates will have no liability for, and Customer hereby fully and irrevocably releases Procore and its Affiliates from, any liability or damage arising out of or in connection with any Beta Service.**

2. USE OF SERVICES

- 2.1. Customer's Responsibilities. Only Authorized Users are permitted to access and use the Services. Customer acknowledges that Procore may contact Customer and Authorized Users in connection with Procore's and its Affiliates' services. Customer shall be solely responsible for (a) Authorized Users' compliance with this Agreement and any Order(s) issued hereunder; (b) the accuracy and quality of Customer Data, the means by which Customer acquired Customer Data, and obtaining appropriate usage rights with respect to Customer Data; (c) maintaining the confidentiality of usernames, passwords, and other account information or access credentials (as applicable); (d) all activities that occur under its Authorized Users' usernames, passwords, accounts or access credentials as a result of Authorized Users' access to the Services; and (e) ensuring Authorized Users' use the Services only in accordance with the Documentation. Customer shall provide written notice to Authorized Users and/or Data Subjects that Customer Personal Data (as defined in the DPA) is subject to Customer's own privacy policy and other terms regarding the use or handling of Customer Personal Data in accordance with applicable Data Protection Law. Customer shall provide disclosures to and obtain consents from Authorized Users as required under applicable Data Protection Law in order to share Customer Data. Customer shall notify Procore immediately of any unauthorized use of, or access to, the Services.
- 2.2. Restrictions. Customer shall not and shall not permit others to (a) make any Services available to any third party other than Customer or Authorized Users; (b) sell, resell, license, sublicense, distribute, rent, or lease any Services, or

include any Services in a service bureau or outsourcing offering; (c) use the Services to store or transmit infringing, tortious, libelous, or otherwise unlawful material, Harmful Code, or material that otherwise violates the rights of any third-party; (d) interfere with or disrupt the integrity or performance of the Services or any third-party data contained therein; (e) use, or permit direct or indirect access to, the Services in a way that seeks to circumvent the Usage Metrics; (f) use the Services to exploit any Procore Intellectual Property Rights except as otherwise expressly permitted under this Agreement, an Order, or the Documentation; (g) frame or mirror any part of the Services, except as permitted by and in accordance with the Documentation; (h) access the Services in order to develop a competitive product or service or benchmark with a non-Procore product or service, or to otherwise exploit for competitive purposes; (i) subject to applicable law, reverse engineer, copy, or modify any software included as part of the Services; (j) use the Services for any improper, fraudulent, or other non-legitimate business purpose; (k) use the Services in a way that could be considered harmful, malicious, threatening, offensive, pornographic, defamatory, bigoted, hateful, indecent, or otherwise objectionable in Procore's reasonable discretion; (l) use the Services to send unsolicited communications, promotions, or advertisements in violation of the CAN-SPAM Act or any other applicable anti-spam or e-privacy law, rule, or regulation; (m) use any automated device or process, such as a robot, spider, datamining, web-scraping, or other means to circumvent, access, use, or integrate with the Services or its contents, including but not limited to other user account information; (n) damage, interfere, disable, or impair the Services in any way; or (o) use the Service in violation of applicable law.

- 2.3. **Affiliates.** Customer's Affiliates may purchase Services under this Agreement if such Affiliate directly enters into an Order with Procore or its applicable Affiliate, and by doing so such Customer Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto. Each Affiliate's Order(s), and the corresponding Usage Metrics, are separate and distinct from Customer's and its other Affiliates' respective Orders and Usage Metrics, unless otherwise set forth on an applicable Order.

3. **THIRD-PARTY APPLICATIONS**

Products or services developed by third parties may be available to Customer, including via Procore's API, for use with the Services ("**Third-Party Applications**"). By using Third-Party Applications, Customer permits Procore to grant providers of such Third-Party Applications access to Customer Data or other data as required for the use and support of such Third-Party Applications in conjunction with the Subscription Services. Third-Party Applications are not Services under this Agreement, may be subject to the third-party provider's additional terms, and may require an additional fee to such providers in order to use the Third-Party Applications. The Procore software may contain features designed to interoperate with Third-Party Applications. Such features are not considered Services under this Agreement. Procore may cease providing such features for any reason, including if the provider of a Third-Party Application ceases to make the Third-Party Application available for interoperation with the Services, without entitling Customer to any refund, credit, or compensation. Notwithstanding any obligations Procore may have under an applicable DPA, Procore is not responsible for the use or protection of Customer Data in any Third-Party Applications.

4. **FEES AND PAYMENT**

- 4.1. **Fees.** Customer shall pay Procore all fees as set forth in the applicable Order or SOW, as well as any Overages ("**Fees**"). Except as set forth in Section 7.2, all payment obligations are non-cancelable and Fees paid are non-refundable.
- 4.2. **Payment Terms.** Except as otherwise set forth in the applicable Order, all Fees will be billed annually in advance. All invoices for Fees, Taxes, and Overages are due and payable within the time frame and in the currency set forth in the applicable Order, without deduction or setoff. Interest on unpaid amounts will accrue from the applicable invoice's due date at the higher of 1.5% per month and the highest rate allowed by applicable law. Customer is responsible for providing complete and accurate billing and contact information to Procore and promptly notifying Procore of any changes to such information. If Customer fails to pay any undisputed portion of a past due invoice, including accrued interest, within ten (10) business days after receiving notice that its account is overdue, Procore may, without limiting its other rights and remedies, suspend the Services until such amounts are paid in full ("**Non-Payment Suspension**"). Procore is not obligated to continue to provide Services without payment of applicable Fees.
- 4.3. **Use of Purchase Orders.** No terms of any purchase order or other form or agreement provided by Customer will modify or supplement this Agreement, regardless of any failure of Procore to object to such terms, and any such terms will have no force or effect.
- 4.4. **Taxes.** Fees and Overages do not include any taxes, tariffs, levies, duties, or similar governmental charges or assessments of any nature, including, value-added, sales, use, or withholding taxes, assessable by any jurisdiction (collectively, "**Taxes**"). Customer is responsible for paying all Taxes associated with its purchases under this Agreement. If Procore is legally required to pay or collect Taxes for which Customer is responsible under this Section, Procore shall invoice Customer and Customer shall pay such amounts, unless Customer provides Procore with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, Procore is solely responsible for

taxes assessable against it based on its own income, property, and employees. Unless prohibited by the applicable taxing jurisdiction, the tax situs will be Customer's ship-to address as set forth in the applicable Order.

- 4.5. Usage Verification & Subscription Review. Customer acknowledges that Procore or its Affiliates may, at Procore's expense, review Customer's use of the Subscription Services for the purpose of verifying Customer's compliance with this Agreement. Customer shall reasonably cooperate with and assist Procore or its Affiliates, as applicable, in such review and verification of Customer's Usage Metrics. In addition, but no more than once annually, Procore's subscription management team may initiate an offsite "**Subscription Review**" by requesting copies of records evidencing Customer's Usage Metrics (for example, invoice details, project budgets, contract values, and change orders) and other reasonable substantiation. Customer shall provide such records within fifteen (15) business days, or such other mutually agreeable time frame, of Procore's written request. Procore may invoice Customer, and Customer shall pay, for any usage of the Services that exceeds the Usage Metrics ("**Overages**"). Overages will be invoiced at Procore's then-current standard rates.
- 4.6. Purchases Through a Reseller. If Customer purchases Services through a Reseller, the pricing and payment terms for such Services are between Customer and Reseller ("**Reseller Terms**"). Customer acknowledges that (a) all payments for Services procured via a Reseller will be made directly to the Reseller and in accordance with the Reseller Terms; and (b) if a Reseller notifies Procore of its right to terminate or suspend any Services, Procore may terminate or suspend such Services. Procore will not be liable to Customer or any third party for any liabilities, claims, or expenses arising from or relating to any applicable Reseller Terms.

5. PROPRIETARY RIGHTS AND LICENSES

- 5.1. Ownership; Reservation of Rights. All Procore Intellectual Property Rights, including Intellectual Property Rights in the Services, Beta Services, Documentation, Statistical Usage Data, and Procore's Confidential Information, are and will remain owned exclusively by Procore and its Affiliates, as applicable. Ownership in all Updates, derivatives, modifications, new functionalities, enhancements, and customization related to the Services created by or on behalf of Procore will immediately vest in Procore upon creation. Unless otherwise specified in an applicable SOW, all deliverables provided in the performance of Professional Services are owned by Procore and will be made available as part of the Subscription Services provided under this Agreement. Nothing in this Agreement will preclude or limit Procore from using or exploiting any concepts, ideas, techniques, or know-how of or related to the Services. Other than as expressly set forth in this Agreement, no license or other rights in or to the Services or other Procore Intellectual Property Rights are granted to Customer, and all such rights are expressly reserved to Procore and its Affiliates.
- 5.2. Use of Procore Logos. Use of Procore's logos, and all other Procore trademarks, service marks, product names, and trade names of Procore, is subject to the Procore trademark usage guidelines at www.procore.com/legal/trademark.
- 5.3. Customer Data. Customer Data and Customer's Confidential Information are and will remain owned exclusively by Customer or its Authorized Users, as applicable. Customer hereby grants Procore, its Affiliates, and its subprocessors a worldwide right and license to access, host, display, process, analyze, transmit, reproduce, and otherwise utilize Customer Data (subject to Sections 1.3 and 6.2) for the purposes of providing and improving the Services in accordance with this Agreement.
- 5.4. Statistical Usage Data. Procore and its Affiliates may collect, use, and otherwise process Statistical Usage Data for their own analysis, analytics, marketing, and other internal business purposes, including, without limitation, improving Procore's products and services. Except where Customer has expressly provided its written consent, Procore will only disclose Statistical Usage Data if such data is (a) aggregated or anonymized; and (b) does not disclose the identity of Customer or its Authorized Users or any Customer Confidential Information.
- 5.5. Feedback. To the extent that Customer or its Authorized Users provide any recommendations, suggestions, proposals, ideas, improvements, or other feedback regarding the Services or Documentation ("**Feedback**"), Customer hereby grants Procore an irrevocable, perpetual, royalty-free license to freely use, reproduce, distribute, modify, incorporate, commercially exploit, and further develop such Feedback without any restrictions or attribution.

6. CONFIDENTIALITY

- 6.1. Definition of Confidential Information. "**Confidential Information**" means all information or data disclosed by a Party or any of its Affiliates (as applicable, the "**Disclosing Party**") that is confidential, proprietary, or otherwise not publicly available, or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure whether oral or in writing, and disclosed during the Term in connection with the Services. Confidential Information includes, (a) with respect to Customer, Customer Data; (b) with respect to Procore, the Services, pricing, and the Beta Services, including any discussions or information related to Beta Services; and (c) with respect to a Party, any technical, financial, economic, marketing, strategic, business, product, design, operational,

including the terms of this Agreement and all Orders and SOWs, of such Party. Confidential Information does not include any information that (a) is or becomes generally known to the public without breach of this Agreement or any other agreement by the Party receiving information or any of its Affiliates (as applicable, the “Receiving Party”); (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (c) is received from a third party without restriction on disclosure and without breach of any obligation owed to the Disclosing Party; or (d) was independently developed by the Receiving Party without use of or reference to any Confidential Information.

- 6.2. **Protection of Confidential Information.** The Receiving Party shall (a) use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care); (b) not use any Confidential Information for any purpose outside the scope of this Agreement; and (c) except as otherwise expressly consented to by an authorized representative of the Disclosing Party, limit access to Confidential Information to those of its and its Affiliates’ employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less restrictive than those herein. Neither Party shall disclose the terms of this Agreement or any Order to any third party other than its Affiliates, legal counsel, and accountants without the other Party’s prior written consent, on condition that a Party that makes any such disclosure to its Affiliate, legal counsel, or accountants shall remain responsible for such Affiliate’s, legal counsel’s, and accountants’ compliance with this “Confidentiality” Section.
- 6.3. **Compelled Disclosure.** The Receiving Party may disclose Confidential Information to the extent compelled by law or legal process to do so, on condition that the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party’s cost, if the Disclosing Party wishes to contest the compelled disclosure. If the Receiving Party is compelled by law to disclose Confidential Information as part of a proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party shall reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

7. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES, DISCLAIMERS

- 7.1. **General Warranty.** Each Party represents and warrants that it has the necessary rights to enter into this Agreement and has the legal power to do so.
- 7.2. **Procore Limited Warranties.** Procore warrants that (a) the Subscription Services will perform materially in accordance with the applicable Documentation; (b) Procore will not materially reduce the core functionality of the Subscription Services during the current Subscription Term; (c) Procore will use industry standard measures to deliver the Subscription Services free of Harmful Code; and (d) Procore will perform the Professional Services in a diligent and professional manner. Customer’s exclusive remedy and Procore’s entire liability for a breach of the above warranties will be, at Procore’s option, (x) the correction of the deficient Service that caused the breach of warranty, or (y) provision of comparable functionality. If Procore cannot accomplish (x) or (y) in a commercially reasonable manner, as determined in its reasonable discretion, Procore may terminate the deficient service and refund to Customer any prepaid Fees for the terminated Service, prorated to cover the remaining portion of the Subscription Term following notice of the breach of warranty.
- 7.3. **Disclaimers.** **Except as expressly provided herein, neither Party or its licensors makes any warranty of any kind, whether express, implied, statutory, or otherwise, and each Party and its licensors specifically disclaim all implied warranties, including any implied warranty of merchantability, fitness for a particular purpose, title, or non-infringement, to the maximum extent permitted by applicable law. Notwithstanding Procore’s obligations under the DPA, Procore does not warrant that Services will be error-free or uninterrupted, will meet Customer’s requirements or expectations, or that its security measures will be sufficient to prevent third-party access to Customer Data.**

8. INDEMNIFICATION

8.1. **Indemnification by Procore.**

- (a) Procore shall defend any claim brought against Customer by a third-party to the extent such claim alleges that Customer’s use of the Subscription Services (as authorized in this Agreement, and as provided by Procore to Customer) (1) infringes any valid and enforceable third-party patent, copyright, or registered trademark, or (2) misappropriates a third-party trade secret (a “Claim”). If a third party makes a Claim against Customer, Procore shall pay all damages (including reasonable attorneys’ fees) finally awarded against Customer by a court of competent jurisdiction, or the settlement agreed to by Procore with respect to such Claim.
- (b) If any Claim is brought or threatened, or if Procore reasonably believes that the Subscription Services may become the subject of a Claim, Procore may, at its sole option and expense (1) procure for Customer the right

to continue to use the applicable Subscription Service; (2) modify the Subscription Service to make it non-infringing; (3) replace the affected aspect of the Subscription Service with non-infringing technology having substantially similar capabilities; or (4) if Procore determines none of the foregoing is commercially practicable, terminate this Agreement upon thirty (30) days' notice and refund Customer any prepaid Fees related to the applicable Subscription Services prorated for the remainder of the Subscription Term.

- (c) Procore's defense and indemnity obligations do not apply to, and Procore will have no liability with respect to, any Claim arising in whole or part due to (1) any modification of the Subscription Services made by anyone other than Procore, (2) any use of the Subscription Services in combination with software, products, or services not provided by Procore, (3) any Third-Party Applications; (4) Services under an Order for which there is no charge; (5) Customer's use of the Subscription Services not in compliance with this Agreement; or (6) Customer's failure to use any Update provided by Procore.

This indemnity states Procore's entire liability, and Customer's exclusive remedy, for any Claims as described in Section 8.1.

- 8.2. Indemnification by Customer. Customer shall defend any claim brought against Procore by a third party to the extent such claim relates to the Customer Data (if used by Procore in accordance with this Agreement) or Third-Party Applications built by or on behalf of Customer. If a third party makes such a claim against Procore, Customer shall pay all damages (including reasonable attorneys' fees) finally awarded against Procore or the settlement agreed to by Customer with respect to such claim. **This indemnity states Customer's entire liability, and Procore's exclusive remedy, for any third-party claims as described in this Section 8.2.**
- 8.3. Procedure. The defense and indemnity obligations above are conditioned upon the indemnified Party providing the indemnifying Party with (a) prompt notice; (b) sole control over the defense and any settlement negotiations; and (c) all information and assistance reasonably requested by the indemnifying Party in connection with the defense or settlement of the indemnifiable claim. The indemnifying Party shall not agree to a settlement that imposes any obligation or liability on the indemnified Party without the indemnified Party's prior written consent, which will not be unreasonably withheld, conditioned, or delayed. The indemnified Party may appear in connection with such claims, at its own expense, through counsel reasonably acceptable to the indemnifying Party.

9. LIMITATION OF LIABILITY

- 9.1. Exclusion of Damages. **Neither Party nor its respective Affiliates will be liable for any loss of profits, revenues, goodwill, anticipated savings, or use, costs of substitute goods or services, or business interruption, or work stoppage, or any indirect, special, incidental, exemplary, punitive, or consequential damages, however caused, and based on any theory of liability, whether for breach of contract, breach of warranty, tort (including negligence), product liability, or otherwise, even if such Party is advised of the possibility of such damages. The foregoing disclaimer will not apply to the extent prohibited by law.**
- 9.2. Limitation of Liability. **A Party's and its respective Affiliates' aggregate cumulative liability for all damages arising out of or related to this Agreement will not exceed the applicable Fees paid or payable to Procore in an Order or SOW for the applicable Services and attributable to the twelve (12) month period immediately preceding the event giving rise to the liability. The existence of more than one claim will not expand this limit. The liability limitations under this Section 9.2 will not apply to (a) Customer's obligations to pay Fees due under this Agreement; (b) Customer's breach of Sections 2.1 or 2.2; (c) amounts finally determined pursuant to either Party's indemnity obligations under Section 8; (d) either Party's gross negligence, willful misconduct, or fraud; or (e) either Party's negligence on-site during the performance of Professional Services that results in death or personal injury. Nothing in this Agreement excludes or limits any liability that cannot be excluded or limited under applicable.**

10. TERM AND TERMINATION

- 10.1. Term of Agreement. This Agreement will begin on the Effective Date and continue until terminated as permitted herein (the "Term"). If there are no active Orders, this Agreement may be terminated by either Party upon ninety (90) days' prior notice.
- 10.2. Subscription Term. The initial Subscription Term and any applicable renewal Subscription Term will begin and end in accordance with the start date and end date set forth in the Order. Unless otherwise specified in an Order, a Subscription Term will automatically renew for one (1) year, unless either Party gives the other Party notice (email is sufficient) of non-renewal at least ten (10) days before the end of the relevant Subscription Term. Notice of non-renewal to Procore must be sent to autorenewals@procore.com. Except as expressly set out in an Order, one-time promotional pricing will renew at Procore's then-current standard rates. Any new Service subsequently added to an existing subscription will be coterminous with the current Subscription Term.

- 10.3. Suspension. In the event of Customer's or an Authorized User's breach of this Agreement, including without limitation for Non-Payment Suspension or violation of the restrictions in Section 2.2, Procore may, in its reasonable discretion, suspend Customer's or an Authorized User's access to or use of the Subscription Services. Notwithstanding the foregoing, Procore shall use good-faith, reasonable efforts, unless the circumstances dictate otherwise, to reasonably notify Customer or an Authorized User via email before taking the foregoing actions.
- 10.4. Termination. Either Party may terminate this Agreement or any Order or SOW upon notice if the other Party is in material breach of this Agreement, where such material breach is not cured (to the extent capable of being cured) within thirty (30) days after receiving notice of breach from the non-breaching Party, or with immediate effect where such material breach cannot be cured. For the avoidance of doubt and without limiting rights of Procore, Customer's noncompliance with Section 2.2 or Section 4.2 will be deemed a material breach of this Agreement. This Agreement may be terminated by either Party with immediate effect if the other Party becomes the subject of a petition in bankruptcy or other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors, and such petition or proceeding is not dismissed within forty-five (45) days.
- 10.5. Effect of Termination. Upon the termination of this Agreement for any reason (a) unless otherwise agreed by the Parties in writing, all outstanding Orders and access to the Subscription Services will automatically terminate; (b) Customer and its Authorized Users shall immediately cease access and use of the Subscription Services, other than for retrieval purposes provided in (d); (c) all outstanding payment obligations of Customer will become due and payable immediately; and (d) for thirty (30) days following the termination of this Agreement Procore shall make Customer Data available to Customer, at Customer's request, via read-only access to the Subscription Service, solely for purpose of allowing Customer to retrieve Customer Data. After thirty (30) days, Procore will have no obligation to maintain or provide any Customer Data, and thereafter may delete or destroy all copies of Customer Data. If Procore is required to retain a copy of Customer Data for legal purposes, such copy remains subject to the confidentiality provisions of this Agreement.
- 10.6. Refund or Payment upon Termination. If Customer terminates this Agreement due to Procore's material breach, Procore shall refund Customer the prorated portion of prepaid Fees for unused Services. If Procore terminates this Agreement due to Customer's material breach, Customer shall pay any unpaid Fees. Termination will not relieve Customer of its obligation to pay any Fees for the period prior to the effective date of termination.
- 10.7. Surviving Provisions. The Sections titled "Fees and Payment," "Proprietary Rights and Licenses," "Confidentiality," "Representation, Warranties, Exclusive Remedies, Disclaimers," "Term and Termination," "Indemnification," "Limitation of Liability," and "General Provisions" will survive any termination of this Agreement.

11. GENERAL PROVISIONS

- 11.1. Publicity & Searchability Options.
- (a) Customer grants Procore the right to use Customer's company name and logo as a reference for promotional purposes, subject to Customer's trademark usage guidelines that are provided to Procore. Customer may revoke this grant at any time, in part or in whole, by sending an email stating its intent to logos@procore.com.
 - (b) The Services may contain functionality to allow Customer and third parties to search for one another for various purposes, such as inviting a third party to collaborate on a project, soliciting and/or receiving a bid, etc. Where Procore has made such functionality available, Customer will have the ability to control its visibility for such searches within the Services.
- 11.2. Export Control. Each Party shall comply with all applicable Export Control and Sanctions Laws and Regulations in connection with providing and using the Services. Without limiting the foregoing, (a) each Party represents that it is not listed on any list of entities or individuals who are restricted from receiving U.S. services or items subject to jurisdiction of U.S. Export Controls (including but not limited to the Specially Designated Nationals and Blocked Persons List and the Entity List) nor is it owned or controlled by any such listed entity; (b) Customer shall not, and shall ensure that Authorized Users do not, violate any Export Control and Sanctions Laws and Regulations, or cause any such violation to occur; and (c) Customer shall not use or cause any person to use the Services to store, retrieve, or transmit technical data controlled under the U.S. International Traffic in Arms Regulations.
- 11.3. Anti-Corruption. Neither Party has promised, made, or received any bribe, kickback, or other similar payment or transfer of value from or to any director, officer, employee, agent, or other representative of the other Party in connection with this Agreement. Reasonable gifts, entertainment, sponsorships, and donations do not violate the above restriction.
- 11.4. U.S. Government Rights. If Customer, or any Authorized User, is a branch, agency, or instrumentality of the United States Government, the following provision applies: The Services and Documentation comprise "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212

and are provided to the Government (a) for acquisition by or on behalf of civilian agencies, consistent with the policy in 48 C.F.R. 12.212; or (b) for acquisition by or on behalf of units of the Department of Defense, consistent with the policies in 48 C.F.R. 227.7202-1 and 22.7202-3. The rights of the U.S. Government to use, commercial computer software, commercial computer software documentation, and technical data furnished in connection with this Agreement are solely as provided in this Agreement. No additional rights are provided to the Government unless set forth in a separate written addendum.

- 11.5. Contracting Entity, Governing Law & Venue. The Procore contracting entity, law that will apply to a dispute arising out of or relating to this Agreement, and jurisdiction for dispute resolution depend on where Customer is domiciled, in all cases without reference to conflict of law rules of any jurisdiction.

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

The provisions of the United Nations Convention of Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Acts will not apply to this Agreement in any manner whatsoever.

- 11.6. Dispute Resolution. The Parties shall attempt in good faith to promptly resolve any disputes arising out of or relating to this Agreement by negotiation between representatives of each Party with the authority to resolve such dispute. If the Parties are unsuccessful, such dispute will be submitted to final and binding arbitration. Notwithstanding the foregoing, neither Party is required to arbitrate claims (a) where all named parties seek monetary relief which, in the aggregate, qualifies as a claim that meets the requirements of an applicable small claims court; or (b) seeking injunctive relief. However, if a small claim is transferred, removed, or appealed to a different court, either Party may require that the claim be submitted to final binding arbitration. Any arbitration will take place on an individual basis. The Parties waive the right to participate in a class, consolidated, or representative action or arbitration, and the right to a trial by jury. If this class action waiver is deemed unenforceable, the class claim will be brought in a court of competent jurisdiction.

Arbitration will be conducted in English and administered in accordance with the International Arbitration Rules of the International Centre for Dispute Resolution at the location set forth in Section 11.5. Except as required by law, neither Party nor its representatives may disclose the existence, content, or results of any arbitration without the other Party's prior written consent.

The arbitrator is not empowered to award damages in excess of compensatory damages and each Party hereby irrevocably waives any right to recover such damages with respect to any dispute resolved by arbitration. The decision of the arbitrator will be in accordance with this Agreement and will be binding upon the Parties. Each Party

hereby waives any right it may otherwise have under the laws of any jurisdiction to any form of appeal. Judgment upon the award rendered may be entered in and enforced by any court of competent jurisdiction having jurisdiction over both Parties. This Agreement governs if there is a conflict with the International Arbitration Rules of the International Centre for Dispute Resolution.

- 11.7. **Notices.** Notices to Customer will be delivered via email or overnight delivery at the address associated with the Order. Notices to Procore will be delivered via email to legalnotice@procore.com or by overnight delivery to Procore Technologies, Inc., Attention Chief Legal Officer, 6309 Carpinteria Ave., Carpinteria, CA 93013 USA. All notices must be in writing and will be effective when received.
- 11.8. **Force Majeure.** Neither Party will be responsible or liable for any failure or delay in its performance under this Agreement (except for payment of Fees) to the extent due to any cause beyond its reasonable control ("**Force Majeure Event**"). The Party suffering a Force Majeure Event shall use reasonable efforts to mitigate against the effects of such Force Majeure Event. For the avoidance of doubt, issues relating to COVID-19 will not be considered a Force Majeure Event.
- 11.9. **Assignment.** Each Party shall not assign this Agreement, in whole or part, or any right or interest herein, without the other Party's prior written consent, not to be unreasonably withheld, and any purported assignment will be void. However, Procore may assign this Agreement without consent to an Affiliate, or in connection with a merger, consolidation, or corporate reorganization, sale of all or substantially all of its assets or business, or other change of control transaction. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.
- 11.10. **Relationship of the Parties.** The Parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.
- 11.11. **Entire Agreement; Order of Precedence.** This Agreement (together with any SOWs, Orders, and linked terms) contains the entire understanding and agreement of the Parties concerning the subject matter hereof and supersedes all prior or contemporaneous communications, representations, agreements, and understandings, either oral or written, between the Parties with respect to its subject matter. This Agreement may only be amended or waived by a writing signed by both Parties; however, Procore may update and modify this Agreement as necessary to comply with applicable law and regulations. In the event of any conflict or inconsistency between or among the following documents, the order of precedence will be: (1) the DPA, (2) the Order, (3) SOW, (4) this Agreement, and (5) any links provided herein. Any amendment will take precedence over the document it amends.
- 11.12. **Miscellaneous.** If a provision of this Agreement is unenforceable or invalid, the provision will be revised so as to best accomplish the objectives of the Parties as evidenced by this Agreement, and the remainder of this Agreement will continue in full force. The English language version of this Agreement will be the version used when interpreting or construing this Agreement. Any notices in connection with this Agreement must be provided in English. Either Party's failure to enforce any right under this Agreement will not waive that right. There are no third-party beneficiaries to this Agreement, and Customer acknowledges that Procore will have no obligations or liability whatsoever to any third parties with which Customer does business.

12. DEFINITIONS

- 12.1. **"Affiliate"** means an entity that controls, is controlled by, or is under common control of a Party, where **"control"** means ownership or control, directly or indirectly, of more than fifty percent (50%) of the voting interest of such entity or party (but only for so long as such control exists) or the right to otherwise control the decision making of the subject entity.
- 12.2. **"Authorized Users"** means any individual or agents authorized by Customer to access or use the Services.
- 12.3. **"Customer Data"** means any content, data, information, personal data (as described in Section 1.3), and other materials submitted by Customer or an Authorized User to the Services. Customer Data excludes Statistical Usage Data, any content from publicly available sources, and any suggestion, enhancement request, recommendation, correction, or other Feedback relating to the operation of the Subscription Services pursuant to Section 5.4.
- 12.4. **"Documentation"** means the official Procore-provided instructions, user guides, help and training manuals, descriptions of support, and other descriptive product information applicable to the Services, whether in electronic, paper, or equivalent form, as updated from time to time, accessible at <https://support.procore.com/products/online/user-guide> or other websites designated by Procore.
- 12.5. **"Export Control and Sanctions Laws and Regulations"** means all laws and regulations under applicable law controlling or regulating the export, re-export, or (in-country) transfer of goods, technology, software, or services, or those that impose other trade or financial sanctions against targeted countries, territories, individuals, or entities.

- 12.6. **"Harmful Code"** means code, files, scripts, agents, malware, or programs intended to do harm, including but not limited to viruses, worms, time bombs, and Trojan horses.
- 12.7. **"Intellectual Property Rights"** means all rights, title, and interest in all intellectual property, including patents, copyrights, trade secrets, mask works, trademarks, and other intellectual property rights of any sort throughout the world.
- 12.8. **"Order"** means a written or electronic order form, executed by the Parties, identifying the Services, scope, quantity, charges, and other information relevant to a specific transaction between Customer and Procore, herein incorporated by reference.
- 12.9. **"Professional Services"** means the implementation, technical, consulting, training, and similar services provided by or through Procore or its Affiliates, as described in the relevant Order or SOW.
- 12.10. **"Reseller"** means a third party authorized by Procore or its Affiliates to promote, distribute, and/or resell the Services.
- 12.11. **"Services"** means collectively, as applicable, the Subscription Services, Support Services, and Professional Services Customer has ordered, and Procore has agreed to provide, as indicated on the applicable Order or SOW.
- 12.12. **"SOW"** means a statement of work executed by the Parties describing Professional Services purchased by Customer pursuant to an Order, herein incorporated by reference.
- 12.13. **"Statistical Usage Data"** means usage information or data related to the access or use of the Services. Examples of Statistical Usage Data include information or data on user visits, user activity, and numbers and types of clicks or impressions, as well as statistical, functional, behavioral, or other information or data based on or derived from such access or use.
- 12.14. **"Subscription Services"** means the Procore software-as-a-service, and all associated Updates, offered on a subscription basis by Procore via an Order that provides the functionality described in the Documentation.
- 12.15. **"Subscription Term"** means the entire period during which Customer is entitled to use the Subscription Services, including the initial term and any applicable renewal terms.
- 12.16. **"Support Services"** means the type of Procore's customer support for the Subscription Services described in Exhibit A, and as may be specified or purchased within an Order.
- 12.17. **"Updates"** means all updates, enhancements, and other modifications that Procore makes generally available, at no additional charge, to its customers of the Subscription Services identified in an Order.
- 12.18. **"Usage Metrics"** means the metrics used to determine the scope of Customer's access and use of the Subscription Services and associated Fees, as set out in an Order.

PROCORE SUBSCRIPTION AND SERVICES AGREEMENT

Exhibit A – Support Services and SLA Agreement

1. OVERVIEW

This Support Services and SLA Agreement (“**SLA**”) is entered into by Procore and Customer and covers the Procore Subscription Services defined in the Procore Subscription and Services Agreement (“**Agreement**”) to which this SLA is attached. Except as otherwise modified or defined herein, all capitalized terms in this SLA have the meanings set forth in the Agreement.

2. DEFINITIONS

For purposes of this SLA “**Scheduled Downtime**” means the window during which scheduled maintenance of the Subscription Services is performed. Procore shall use commercially reasonable efforts to not provide more than 6 hours of Scheduled Downtime per calendar month.

3. SERVICE AVAILABILITY

Procore’s service-level objective for the Subscription Services is 99.9% of the time, 7 days a week, and 24 hours per day as calculated over a calendar month excluding Scheduled Downtime. This does not include Force Majeure Events or other factors outside of Procore’s reasonable control.

4. SUPPORT

- 4.1 Access to Support. Customer and Authorized Users have access to technical support via telephone, online chat, email, or self-paced online tutorials. Support hours can be found at <http://support.procore.com>. Support does not include training sessions on the features and functionality of the Subscription Services (e.g., implementation) or training in relevant computer skills considered prerequisite to an individual’s ability to use personal computers, the Internet/World Wide Web, and online software in accordance with the requirements of the Agreement. Furthermore, only qualified, trained Customer support personnel or Authorized Users familiar with Subscription Services are authorized to contact Procore to obtain support.
- 4.2 Reporting. Before requesting support from Procore, Customer shall use reasonable efforts to comply with any applicable operating and troubleshooting procedures as set forth in the Documentation or as otherwise provided by Procore. If such efforts are unsuccessful, Customer should promptly notify Procore support via Procore’s Ticket Tracking System (“**System**”) of the issue including any supporting information Customer believes may assist Procore in both its diagnostic determination as well as the Severity/Priority classification. Upon Procore’s receipt of a support request via the System, Procore shall 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 Subscription Services that Procore cannot immediately resolve, Procore shall begin working on a resolution to the problem and shall work diligently and in a commercially reasonable manner on the problem until it is resolved.
- 4.3 Status Updates. Response time commitment for a first support contact between Procore and Customer after Customer contacts Procore for support is based on the Severity/Priority of the issue as entered into the System by the Customer. The Severity/Priority levels reported by Customer will be determined by Procore in its reasonable discretion, taking into consideration Customer’s report of the impact and functionality of the issue and impact to Customer. Once Procore receives an error ticket as reported from Customer, Procore shall provide Customer with timely status updates as reasonably determined by Procore until a workaround or other resolution is established by Procore.