Procore Technology Partner Addendum

This Procore Technology Partner Addendum ("**Addendum**"), together with the Procore Partner Framework Agreement ("**Framework Terms**") and then-current Technology Partner Program Guide ("**Technology Program Guide**"), governs your ("**Partner**") participation in the Procore Technology Partner Program ("**Technology Program**") and development and listing of Applications in the Procore Marketplace. This Addendum is effective as of the date last signed below or the date Partner accepts these terms electronically ("**Effective Date**").

By seeking to list an Application in the Procore Marketplace, Partner agrees to these terms and the following Procore policies, which are incorporated by reference, Procore's API Terms of Use ("**API Terms**"), and Procore's Developer Policy described in the Developer Documentation ("**Developer Policy**") as may be updated by Procore from time to time. If there is a conflict between the API Terms and this Addendum, this Addendum applies.

1. Definitions. The following definitions apply in addition to those in the Framework Terms:

1.1 "**Agreement**" means the Framework Terms, this Addendum, and all materials referred or linked to in here.

1.2 "**Applications**" means Partner's independent software application, integration, connector, embedded experience, and/or anything Partner creates using Procore's APIs that enables interoperability between the Procore Services and Partner Products.

1.3 "**Feedback**" means any comments, suggestions, or feedback on the Procore Services, Procore APIs, Beta Services or other Procore offerings, whether written or oral.

1.4 "**Installs**" means an activated integration between a Partner Product and the Procore Services by a Customer enabling an Application.

1.5 "**Marketplace Listing Guidelines**" means Procore's then-current Marketplace Listing Guidelines available at: https://developers.procore.com/documentation/marketplace-listing-guidelines, or successor site, as Procore may periodically update.

1.6 "**Partner Products**" means Partner's or a third party's software or cloud-based products, including any updates and upgrades, made available to Customers and/or Procore under this Addendum, excluding Applications.

1.7 "**Procore APIs**" has the meaning in the API Terms.

1.8 "**Procore Marketplace**" means the Procore App Marketplace located at https://marketplace.procore.com/ or any other webpage, application, interface, service or in-product experience where Procore lists or makes applications available.

1.9 "**Security Incident**" means any actual or suspected: (a) unauthorized access, acquisition, use, disclosure, modification, loss or destruction of Customer Data in Partner's or its agents possession or control (whether intentional or accidental), (b) security vulnerability or compromise of the Application, Partner Products, or Partner's systems where Customer Data resides, or (c) issue involving Partner's Application that materially degrades Procore's systems or networks.

2. Application.

2.1. Development. Partner will develop Applications in compliance with this Addendum, the Developer Documentation, and any technical, marketing, and other requirements Procore specifies in its discretion, to ensure optimal connectivity between the Procore Services, the Application, and the Partner Products.

2.2 Eligibility. Partner's Application is eligible to be listed in the Procore Marketplace if Partner meets the Marketplace Listing Guidelines and if Procore decides, in its good faith discretion, that the Application: (a) provides a significant benefit to Procore Customers; (b) adequately achieves and maintains interoperability between the Procore Services and Partner Products, (c) does not introduce security risks to the Procore Services, Procore APIs, or Customer systems, (d) protects Customer Data; (e) has achieved a minimum number of Installs by Procore Customers (as described in the Program Guide); and (f) complies with the Developer Documentation, this Addendum, and other requirements specified by Procore. To be considered for listing, Partner must submit an Application, affirmatively accept the Agreement, adhere to the Marketplace Listing Guidelines, complete any related questionnaires, and provide any additional information requested by Procore. Procore reserves the right, in its discretion for any reason, to refuse to list or remove any Application on or from the Procore Marketplace.

2.3 Application Review & Testing. Upon request, Partner will provide Procore reasonable assistance in the testing and review of the Applications. Partner is responsible for evaluating and testing each Application's technology, functionality, performance, security, and user interface before submitting. Procore may conduct any type of Application review and may change its review standards and processes in its discretion. On an ongoing basis, Procore may perform Application testing to determine whether, in Procore's reasonable discretion, there is sufficient security, functionality, and/or interoperability with the Procore Services. Procore may require Partner to make modifications or corrections to its Application(s). Failure to make such modifications or corrections may result in removal from the Procore Marketplace and/or Technology Program.

2.4 Acceptance. Following Procore's review, Procore will notify Partner whether an Application is accepted and qualifies to be listed in the Procore Marketplace. Following acceptance, to maintain Partner's status in the Procore Marketplace and Technology Program, Partner agrees to: (a) regularly review the Marketplace Listing Guidelines and Agreement to maintain compliance; (b) ensure that the Application performs as described in Partner's Application documentation; and (c) promptly perform and report on any Procore requested testing on the security, functionality, and/or interoperability of the Application.

2.5 Data Protection. To ensure the security and integrity of applications in the Procore Marketplace, Partner and its Applications must comply with the security requirements in the Marketplace Listing Guidelines or otherwise made available by Procore ("**Security Standards**"). Failure to adhere to the Security Standards may result in denial or removal of Applications from the Procore Marketplace. Partner must have and maintain appropriate administrative, physical, and technical safeguards that: (a) meet or exceed industry standards based on the nature of the data Partner is Processing; (b) comply with applicable Laws in providing the Application (including Data Protection Laws), and (c) are designed to prevent and mitigate Security Incidents. Partner will work with Procore to immediately correct any security deficiency and remediate any Security Incidents. Except as otherwise agreed by Customers in writing, Partner will not: (a) modify any Customer Data except to provide the Application, (b) disclose Customer Data except as compelled by Law, or (c) access or use Customer Data except to provide the Application and Customer support. Partner will maintain the confidentiality of such data following the termination of this Addendum.

3. Technology Partner Program.

3.1 Application. Following the submission and review of an Application, Partner will apply to participate in the Technology Program. Procore will review Partner's qualifications based on the provided information and may require Partner to complete certain requirements (besides those listed), questionnaires, assessments, or certification(s) before acceptance. Procore reserves the right to accept or reject any application in its discretion.

3.2 Tiering. If accepted into the Technology Program, Procore will assign Partner an initial Tier based on criteria described in the Technology Program Guide. Procore may periodically review and change Partner's Tier in its discretion and will use commercially reasonable efforts to notify Partner of any changes.

3.3 Questionnaires. At any time, Procore may provide Partner with questionnaires, assessments, surveys, or requests for information regarding Partner and/or its Applications ("**Questionnaires**"). Failure to promptly respond to Procore or complete Questionnaires may result in termination of Partner's participation in the Procore Marketplace and/or Technology Program.

3.4 Suspension. Procore may suspend Partner from the Procore Marketplace and/or Technology Program if Procore, in its reasonable discretion, determines: (a) any Partner actions or issues with the Application or Partner Products has or may threaten the security, integrity, or availability of the Procore Services; (b) any information detailing the Application provided by Partner is untrue, inaccurate, incomplete, or not current; or (c) any violation of the Agreement.

4. Procore Marketplace.

4.1. Listing. Upon completion of the Application review and acceptance into the Technology Program, Procore may, in its discretion, make the Application available for listing on the Procore Marketplace.

4.2. Listing Content. Partner must provide and routinely update the Application and Partner information described in the Marketplace Listing Guidelines. Partner is solely responsible for the accuracy, legality, and appropriateness of any Partner Content and information Partner submits to, or makes available through, the Procore Marketplace.

4.3 Reviews. For any Application listed in the Procore Marketplace, Partner agrees Procore may: (a) collect and publish reviews on such Applications, and (b) collect and publish additional data and metrics about the Procore Marketplace and Applications, such as the number of Installs.

4.4. Third Party Names. Partner may not include the names or marks of third parties or their products in the Procore Marketplace without the third party's express written permission, which Partner will provide to Procore on request.

4.5. Disabling Applications. Procore may disable the ability of any Application to interoperate with the Procore Services and/or Procore APIs if Procore reasonably believes the Application: (a) contains bugs, errors, viruses or other malicious code, (b) will operate in a way that will or may interfere with or have an adverse impact on the Procore Services or Customers, (c) is not supported by Partner as required herein, or (d) violates the IP Rights of Procore or a third party.

4.6. Customer Disclaimer. Partner agrees: (a) Procore has no liability or responsibility for any Customer's use or misuse (including infringement or misappropriation) of any Application or Partner Product, and (b) provision of the Procore Marketplace does not constitute contributory infringement or aiding infringement.

5. Customer Relationship.

5.1. Customer Obligations. Customers will contract directly with Partner for Applications. Partner, and not Procore, is solely responsible for the development, delivery, installation, operation, and ongoing support and maintenance of any Application. Unless the Parties agree in writing, Procore is not responsible for: (a) collecting fees or remitting payments to Partner from Customers for Applications; (b) providing any Application to Customers if Partner ceases to provide it for any reason; (c) refunding Customers any fees they paid to Partner, or (d) assuming the Customer relationship.

5.2. Customer Support. Partner will provide Customers with Application support as described in the Technology Program Guide and this Addendum. At a minimum, Partner will: (a) provide Customers phone, web-based and/or email support during regular business hours in the regions the Application is offered, (b) respond to Customer support requests as soon as commercially practicable, but in no event less than the applicable response times in the Technology Program Guide or times less favorable than Partner responds to Partner Product support requests (if any), and (c) direct Customers to only contact Partner for support in the Application documentation and listing. Partner will not direct Customers to seek support from Procore or its Affiliates. Procore and its Affiliates have no obligation, and will not provide Customers Application support, except in their sole discretion on a case-by-case basis. Partner may seek assistance from Procore by contacting developer support. This Section will survive termination for convenience by either Party for one (1) year from the termination effective date.

5.3 Security Incidents. Upon discovery of any Security Incident, unless prohibited by Laws, Partner will promptly (within 48 hours) notify Procore via security@procore.com. The notice will provide Procore information about the Security Incident, how it may affect the Procore Services and Customers, and the Customer Data impacted. Partner will provide updates and assistance on the Security Incident as Procore requests. Partner is solely responsible, at its expense, for the investigation, remediation, and notifications to affected Customers and authorities in accordance with Laws and industry standards. Partner will coordinate with Procore on any public statements (e.g., press, blog posts, social media, etc.) before publishing any notification and must obtain Procore's approval for any notifications that refer directly or indirectly to Procore. Partner must maintain an updated contact name and information for Security Incidents in the Partner Portal and/or Procore Marketplace. Procore may remove Partners Application(s) from the Procore Marketplace and/or suspend use of or access to the Procore Services and Procore APIs because of any Security Incident.

6. No Fees. As of the Effective Date, no fees, commissions or other payments are due under this Addendum for listing in the Procore Marketplace. Each Party is responsible for its own costs and expenses related to this Addendum and their respective products and services. Procore reserves the right to charge Technology Program fees, as may be described in the Technology Program Guide.

7. Marketing and Publicity.

7.1 Press Release. Neither Party will issue a press release or announcement about the Parties' relationship under this Addendum unless agreed by both Parties in writing. The Parties may collaborate on marketing collateral, public relations, newsflashes, webinars, events, and other promotional activities as described in the Technology Program Guide.

7.2 Procore Collateral. Partner may, at its own expense, copy and distribute Procore's standard product literature to prospective Customers. Partner may not alter any Procore branding or marketing collateral.

7.3 Marketing Statements. Partner will not make any false, misleading or disparaging statements regarding Procore or its Affiliates or their technology, services, capabilities, features, functions or performance, including in the course of any sales, marketing, publicity, and other activities under the Agreement.

7.4 Partner Collateral.

7.4.1 At all times, Partner will comply with Procore's then-current Brand Guidelines and Trademark Usage Guidelines ("**Branding Guidelines**") in all marketing and promotional activities under this Addendum.

7.4.2 During the Addendum Term, Partner may only describe the Application in a manner consistent with the Branding Guidelines or as pre-approved by Procore in writing.

7.4.3 Procore may not alter any pre-existing Partner branding or marketing collateral within the Application.

7.5 Partner Webpages. Partner will list Procore, including Procore's Marks, with links to Procore's website on Partner's webpages and services listing partners and related partner applications ("**Partner Pages**"). Partner authorizes Procore to maintain links from the Procore website to the Partner Pages. Upon request, Procore may review each Partner Page listing Procore prior to making it publicly accessible. Partner will promptly incorporate any Procore requested changes related to Procore's Marks and any other changes reasonably requested by Procore.

8. Term and Termination.

8.1. Term. This Addendum is effective as of the Effective Date and will remain in effect until terminated by a Party as described in the Framework Terms ("**Addendum Term**"). This Addendum automatically terminates upon termination of the Framework Terms.

8.2. Effects of Termination. Upon termination of this Addendum or Agreement: (a) except as explicitly provided, all licenses granted in this Addendum automatically terminate, and (b) each Party will promptly discontinue use of any materials, software, technology, products, documentation, Content, Marks, and Confidential Information of the other Party (collectively, "**Materials**"), erase or destroy all copies of such Materials and certify in writing to the other Party that it has complied with these requirements. Procore may retain one (1) copy of any software and documentation necessary to support Procore's Customers with Application Installs prior to the termination effective date. Procore may, in its discretion, extend the licenses under the "License to Partner" section below for one (1) year following termination solely for the purpose of providing Customer support described herein.

8.3. Survival. The provisions in the following sections, and any other rights or obligations of the Parties in the Addendum that, by its nature, should survive termination of the Addendum or Agreement, will survive any termination of the Addendum or Agreement: Sections 5.2 (solely in the event of a termination for convenience), 8.3 (Survival), 9.1-9.3 (solely in Procore's discretion in the event of a termination for convenience for purposes of providing Customer support), 10 (License to Procore for the time period in 10.4), 11.1 (Ownership), 11.3 (Feedback), 12.3 (Warranty Disclaimer), 13 (Indemnification), 14 (General).

9. License to Partner.

9.1. Sandbox Environment. Subject to this Addendum and the API Terms, Procore, in its discretion, may make available to Partner access to a sandbox environment(s) ("**Sandbox**"), for the limited purposes of: (a) developing, testing and supporting the Application functionality, and/or (b) promoting, marketing, and demonstrating the Application to Customers and prospects as described herein. No license to the Procore Services is provided under this Addendum.

9.2. Procore APIs. Partner will access and use the Procore APIs in accordance with the API Terms, and only for the purposes of: (a) developing Applications, (b) internal testing, development, and evaluation of an Application's connectivity to the Partner Products and Procore Services, and (c) internal training of Partner Personnel on Application implementation.

9.3. Restrictions. Partner's use of the Sandbox and Procore APIs under this Section: (a) is limited to use in a non-production environment and solely for the purposes described in this Section, and (b) will be in accordance with the Agreement, API Terms, Developer Documentation, Developer Policy, and applicable Laws.

9.4. Updates. Procore reserves the right to modify, update, cancel, and/or charge for the Procore Services, Sandbox, Procore Marketplace, and/or Procore APIs, in its discretion.

9.5. Inspection Rights. Upon reasonable notice no more than once per calendar year, Procore will have the right, directly or via an independent firm with confidentiality obligations to Procore, to audit any records relating to Partner's use of the Sandbox and Procore APIs, to verify compliance with the Agreement. If an audit shows use of the Procore Services or Procore APIs in any manner not permitted by the Agreement ("**Misuse**"), Partner will be responsible for the cost of the audit and Procore, at its discretion, will be entitled to perform up to quarterly audits during the Addendum Term, or to terminate the Addendum or Agreement. If no Misuse is discovered, then Procore will pay the audit costs.

9.6 Beta Services. Partner may receive access to certain APIs or other features on a free or trial basis, or as an alpha, beta or early access offering ("**Beta Services**"). Use of Beta Services is subject to the Agreement and any additional terms specified by Procore. At any time, Procore may terminate or modify Partner's use of the Beta Services without liability. Beta Services may be inoperable, incomplete or include errors or features Procore may never release. Beta Services features and performance information are Procore Confidential Information. To the maximum extent permitted by applicable Laws, Procore provides no warranty, indemnity, service level agreement or support for Beta Services and its maximum liability for Beta Services is limited to one hundred dollars (USD$100).

10. License to Procore.

10.1. Partner Applications. Subject to this Addendum, Partner grants Procore a non-transferable, non-exclusive, royalty-free license to use the Application for: (a) testing and confirming the security of and compatibility between the Application and Procore Services, (b) ongoing review for compliance with this Addendum, (c) providing support to joint Customers in Procore's discretion, (d) conducting training of Procore personnel on the implementation of the Application, (e) promoting, marketing and demonstrating the Application to Customers and prospects as described in the Agreement. Partner will provide Procore with any updates and modifications to the Application as they become commercially available.

10.2 Partner Products. Subject to this Addendum, during the Addendum Term, Partner, if applicable and at its sole discretion, may grant Procore a non-transferable, non-exclusive, royalty-free license to the Partner Products (whether SaaS based or on-premise), for use by Procore solely for the limited purposes of: (a) developing, testing, troubleshooting, performance monitoring and supporting the Application functionality, and/or (b) promoting, marketing and demonstrating the Application to Customers and prospects as described in the Agreement.

10.3. Partner License Restrictions. Except as expressly set forth herein, Procore and its personnel will not, and will not allow any third party to: (a) distribute, sell, resell, lend, loan, lease, license, sublicense or transfer the Applications or Partner Products or otherwise commercially exploit or make them available to any third party, except as otherwise contemplated by this Addendum, (b) use the Applications or Partner Products in any production capacity or for commercial use, (c) modify, copy, adapt, alter, or translate the Applications or Partner Products, (d) reverse engineer, decompile or disassemble the Applications or Partner Products or otherwise attempt to derive their source code, (e) knowingly take any action that would cause the Application or Partner Products to be placed in the public domain, or (f) remove, alter, or obscure any proprietary notices of Partner, its licensors, or suppliers included in the Applications or Partner Products.

10.4 Survival. The licenses granted in this Section will survive termination for convenience by either Party for one (1) year from the termination effective date.

11. IP Rights.

11.1. Ownership. As between the Parties, each Party retains all right, title, and interest in and to (a) its respective Marks, (b) its respective Applications, Partner Products, Procore Services, Sandbox, Procore APIs, and Procore Marketplace, as applicable, and (c) all respective IP Rights related to any of the foregoing. There are no implied licenses under this Addendum.

11.2. Trademark License. During the Addendum Term, each Party ("**Grantor**") grants the other Party ("**Grantee**") a limited, nonexclusive, nontransferable, non-sublicensable, royalty-free license to use the Grantor's Marks ("**Licensed Marks**") in accordance with the Agreement ("**Licensed Use**"). If Procore is the Grantor, its Licensed Marks ("**Procore Marks**") are those identified by Procore, and other associated designs and logos Procore approves in writing, in its discretion. Partner's Licensed Use of the Procore Marks is to promote the Application in association with the Procore Services. This license does not grant rights to use any Procore Marks except those identified by Procore. Partner will not use Procore Marks to promote any other aspects of its business, products and services that are not directly related to the use of the Application in association with Procore Services. If Partner is the Grantor, its Licensed Marks are its name, Application name, and associated designs and logos specified by Partner, in its discretion ("**Partner Marks**"). Procore's Licensed Use of the Partner Marks will be to promote the relationship with Partner in the Technology Program, advertise the Application, promote the use of the Application with Procore's Services, and list the Application in the Procore Marketplace or alternative locations Procore may designate. Each Party warrants that: (a) it owns or has sufficient rights to its Licensed Marks and to grant the rights hereunder, and (b) its Licensed Marks do not infringe any IP Rights of any third party. All of the benefit and goodwill associated with the Grantee's use of the Grantor's Licensed Marks will inure to the Grantor.

11.3. Feedback. If Partner or its Customers provide Procore any Feedback, Procore, in its sole discretion, will be entitled to use such Feedback without restriction or obligation. Feedback will not be treated as confidential to Partner. Partner grants Procore, on behalf of itself and its Customers, a worldwide, non-exclusive, irrevocable, perpetual, royalty-free right and license to incorporate the Feedback into the Procore Services or Procore's other products and services.

12. WARRANTIES

12.1. Procore. Procore warrants that it has the legal power to enter into and perform its obligations under this Addendum.

12.2. Partner. Partner warrants that: (a) any Application(s) will perform materially in accordance with the relevant documentation Partner provides to Customers, (b) it will not materially decrease the overall features and functionality of any Application during the Addendum Term, (c) it has the legal power to enter into and perform its obligations under this Addendum, (d) any Application will not incorporate code or components that may cause the Procore Services, Procore APIs, or any Customer or third party technology to become subject to open source license terms that could require disclosure of source code or to distribute its or their technology free of charge, (d) it will not make any representations or warranties on Procore's behalf, and (e) it owns or has sufficient rights to grant the licenses to the Applications and Partner Products hereunder.

12.3. Disclaimer. PROCORE MAKES NO REPRESENTATIONS AND WARRANTIES REGARDING THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, SECURITY OR ACCURACY OF THE PROCORE SERVICES, PROCORE APIs, SANDBOX, PROCORE CONTENT, OR PROCORE MARKETPLACE, WHICH ARE PROVIDED AS-IS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, ORAL OR IN WRITING, ARISING UNDER ANY LAWS, INCLUDING WITH RESPECT TO ERROR-FREE OPERATION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, WITH RESPECT TO OTHER PRODUCTS OR SERVICES PROVIDED TO PARTNER BY PROCORE.

13. INDEMNIFICATION. In addition to the indemnification terms in the Framework Terms, the Parties agree as follows:

13.1. By Partner. Partner will defend, indemnify and hold Procore, its Affiliates and their respective directors, officers, employees, representatives, and agents from and against any and all Losses based upon any third party Claim (as defined in the Framework Terms) arising from or relating to: (a) Partner's breach of this Addendum, (b) Procore's use of Partner's Application or Partner Products, (c) Procore's use of Partner's Marks or Partner Content, (d) any claims that the Application and/or Partner Products infringe or misappropriates the IP Rights of any third party, (e) Partner's non-performance of its obligations to any Customer, and (f) any Security Incidents caused Partner's Applications, Partner Products or third party services supporting Partner's Applications. If a Claim against Procore alleges, or Partner reasonably believes, that its Applications or Partner Products infringe the IP Rights of a third party, Partner may, in its discretion, (1) modify (without reducing the overall functionality of) the Application and/or Partner Products so that it is no longer infringes, (2) obtain a license for Customer's and Procore's continued use of the Application and/or Partner Product, or (3) terminate the Application and/or Partner Product upon thirty (30) days written notice to Procore, and Procore will use commercially reasonable efforts to promptly remove the Application from the Procore Marketplace.

13.2 Procedure. The Parties will follow the Indemnification Procedure in the Framework Terms for any Claims under this Section.

13.3 Exclusive Remedy. This section states the indemnifying Party's sole liability to, and the indemnified Party's exclusive remedy against, the other Party for any type of Claim described in this section.

14. General Terms.

14.1 Personnel; Use of Third Parties. Partner will be responsible for the performance of its personnel (including its employees and contractors) and any third parties it uses in the performance of this Addendum, and their compliance with its terms.

14.2 Relationship of Parties. The Parties are non-exclusive, independent contractors. The Parties agree that: (a) Procore, or its Affiliates, may make available applications that are similar to the Application or Partner Products on the Procore Marketplace or otherwise, and (b) the Partner may itself and through others market, sell, and distribute versions of the Applications that operate independently of the Procore Services and Procore APIs.

14.3 Updates. Notwithstanding anything to the contrary in the Framework Terms, Procore may update the terms of this Addendum from time to time, in which case the updated Addendum will supersede all prior versions. Procore will notify Partner of such changes through a notification via email or within the Partner Portal with directions to the latest version. The updated Addendum will become effective and binding within thirty (30) days from the date of posting, or other time period specified by Procore. Partner's continued participation in the Technology Program constitutes Partner's acceptance of such change(s).As the Procore Marketplace evolves over time, Procore may need to update the Technology Program and this Addendum.

[Signature page follows]

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

Procore	**Partner: [PARTNER ENTITY NAME]**
(Authorized Signature)	**(Authorized Signature)**
(Printed Name)	**(Printed Name)**
(Title)	**(Title)**
(Date)	**(Date)**