

# Procore Pay Solution Payor Supplemental Terms

These supplemental terms ("**Supplemental Terms**") are hereby incorporated into, made a part of, and subject to the terms and conditions of the Procore Subscription and Services Agreement, Master Services Agreement, or their equivalents (or any equivalent agreement) between you and Procore ("**Agreement**") as of the date you accepted these Supplemental Terms on your applicable order form ("**Supplemental Terms Effective Date**"). To the extent that these Supplemental Terms conflict with the terms of the Agreement, these Supplemental Terms shall control with respect to matters concerning the Procore Pay Solution. Except as amended by these Supplemental Terms, all terms and provisions of the Agreement shall continue and remain in full force and effect and binding upon the Parties. Capitalized terms used but not defined herein shall have the meanings assigned to them in the Agreement.

The Procore Pay Solution is provided by Procore Payment Services, Inc. ("PPS"). PPS is a subsidiary of Procore Technologies, Inc., ("Procore Technologies") and is a licensed money transmitter. These Supplemental Terms are a contract between you and PPS. To the extent that these Supplement Terms explicitly establish rights or obligations with respect to Customer and Procore Technologies, Procore Technologies also is a party to these Supplemental Terms. For the avoidance of doubt, a contractual obligation under these Supplemental Terms shall not be an obligation of Procore Technologies or any of its affiliates (other than PPS) except to the extent that these Supplemental Terms explicitly provide otherwise.

PPS may perform and delegate its obligations under these Supplemental Terms through affiliated and unaffiliated service providers (including Procore Technologies). Notwithstanding the foregoing, PPS shall remain liable to the Customer for any breach of its obligations under these Supplemental Terms, even if PPS has delegated performance of such obligation to a service provider.

- 1. Procore Pay Solution.** Procore Pay Solution offers functionality that enables Customer to (i) use money transmission and payment services to initiate and effect payments to Payees; (ii) manage Returns and ACH Notification of Change. Money transmission services are provided by PPS through the Procore platform maintained and offered by Procore Technologies (together with various affiliates and unaffiliated service providers). Use of the Procore platform to access the Procore Payment Solution is subject to and governed by the Agreement. Any breach of the Agreement constitutes a breach of these Supplemental Terms. PPS may pursue any and all remedies available under the Agreement or applicable law for any breach of these Supplemental Terms. The Procore Pay Solution is available only to active Procore platform subscribers who have also elected to subscribe to the Procore Pay Solution. The Procore Pay Solution will not be available to Customer upon discontinuation of the Customer's subscription to the Procore platform (regardless of whether such discontinuation is at the election of Procore or Customer, and regardless of whether the discontinuation is for cause).
- 2. Customer Verification.** In order for Customer to use the Procore Pay Solution, Customer agrees to provide PPS all requested information necessary to verify Customer's business and the identities of Customer's directors, officers, Authorized Users, and beneficial owners (collectively "Customer Identities") through procedures established by PPS, which may be modified from time to time. Such information may be requested throughout the Subscription Term. If PPS cannot, to its reasonable satisfaction, verify the Customer Identities, PPS reserves the right to suspend and/or terminate Customer's access to the Procore Pay Solution.
- 3. Limitations on PPS's Obligation to Complete Transactions.** Notwithstanding anything in these Supplemental Terms to the contrary, PPS shall not be required to accept or process any Payment Instruction, or take any other action with respect to a Payment Instruction or payment, if PPS believes or has reason to be concerned that: (1) such Payment Instruction or transaction might violate applicable law, payment system rules, or the Agreement (including these Supplemental Terms); or (2) the Payment Instruction or the transaction could expose PPS, its affiliates, or its service providers (including, for the avoidance of doubt, its financial institutions) to losses or reputational harm. Additionally, PPS shall not be liable to Customer as a result of a financial institution declining to act on an instruction from PPS; (3) Customer's Procore account or the Account has been compromised (e.g., an unauthorized person might have access to Customer's credentials); or (4)

PPS believes that taking such action is necessary to prevent fraud or loss to PPS, its affiliates or service providers, or Customer. PPS will endeavor to provide Customer with as much advance notice as practicable if PPS decides to suspend or limit Customer's access and/or use of the Procure Pay Solution; provided, however, that PPS shall not be obligated to provide advance notice if, in PPS's reasonable discretion, there is an immediate need to take actions (such as to prevent or mitigate the impact of a cybersecurity breach, potential fraud, or potential illegal activity).

4. **Fees.** In addition to other amounts Customer is responsible for paying PPS pursuant to the Agreement, Customer agrees to pay PPS the subscription Fees for the Procure Pay Solution as set forth in an applicable Order and pursuant to the terms of the Agreement. Fees are nonrefundable. Please note that the bank that holds the Funding Account may impose fees in connection with Procure Payment Solution transactions. You should consult your bank for more information about any fees that it might impose related to your use of the Procure Payment Solution. Customer agrees to reimburse PPS and any of its affiliates or service providers for any fees, costs, or expenses incurred by such party in connection with Customer's use of the Procure Payment Solution. This includes, but is not limited to: (1) any fees, fines, penalties, or other costs imposed or assessed by a payment system operator or other financial institution on such party for any return or reversal of a payment transaction; or (2) any fees, fines, penalties, or other costs imposed or assessed by a payment system operator or regulatory authority for any violation by you (or a person acting on your behalf) of law or payment system rules (including, for the avoidance of doubt, any fees, fines, penalties, or other costs imposed or assessed due to the fact that the underlying transaction did not comply with applicable law or payment system rules). If PPS or another party incurs any amounts reimbursable under this section, then PPS will invoice Customer for the amount of the assessment, and Customer will be required to pay such invoice promptly, but in no event later than thirty 30 days after delivery to Customer.
5. **Additional Representations and Warranties.** As of the date of these Supplemental Terms and upon each use of the Procure Pay Solution by Customer or any person that Customer has authorized or allowed to use the Procure Pay Solution on Customer's behalf, Customer represents and warrants that:
  - a. Customer and each Authorized User of the Customer has the right, power, and authority to enter into and perform under these Supplemental Terms and the Agreement, including, without limitation, by authorizing and transmitting payment instructions;
  - b. Customer will only use the Procure Pay Solution to make payments to US bank accounts;
  - c. Customer's access to and use of the Procure Pay Solution complies with all applicable laws and regulations;
  - d. Customer has provided all necessary notices and has obtained all necessary rights or consents from its Authorized Users, Payees, or any other applicable third parties to enable PPS to collect, use, disclose and retain such parties' information with PPS and third parties in accordance with the Agreement and these Supplemental Terms;
  - e. The Agreement and these Supplemental Terms are binding and enforceable against Customer, and no provision requiring Customer's performance is in conflict with its obligations under any agreement to which Customer is a party; and
  - f. All information provided to PPS (including, for the avoidance of doubt, PPS's affiliates or service providers) by Customer (including, without limitation, by any Authorized User) in connection with Customer's use of the Pay Solution, including, but not limited to all information provided to such party in connection with customer verification and each payment instruction, is true, accurate, and complete.
6. **Funding Account.** In order to use the Procure Pay Solution, you must link an account that will be used to fund Transactions (the "Funding Account"). The Funding Account:
  - a. Must be a demand deposit account established at a bank in the United States (the "Funding Account Bank") in the name of the Customer;
  - b. May not designated as being held "for the benefit of" any party other than the Customer (or any other similar

designation), or otherwise be a custodial or trust account;

- c. Must be enabled to accept drawdown wire transfer (aka "reverse wire") requests. The Funding Account may not be subject to any positive pay or other terms that would require the Funding Account Bank to obtain the approval or consent of Customer or any other party in order to process and act on a drawdown wire transfer request from PPS or PPS's financial institution. Each time Customer (or person acting on Customer's behalf) submits Payment Instructions, Customer authorizes PPS and any of its financial institutions to initiate a drawdown wire transfer from the Funding Account to an account held by PPS (the "PPS Settlement Account"). The PPS Settlement Account will be an FBO (or similar custodial) account titled in the name of PPS for the benefit of Procore Payment Solutions Customers, and funds received from Customer may be commingled in the PPS Settlement Account with funds from other Procore Payment Solutions customers. Upon receiving notice from its financial institution of final settlement of the wire transfer from the Funding Account to the PPS Settlement Account, PPS will initiate a wire transfer from the PPS Settlement Account (by and through such intermediate clearing and settlement accounts as PPS may deem necessary and convenient) to the Payee Bank Account identified in the Payment Instructions. For the avoidance of doubt, PPS may initiate the wire transfer to the Payee Bank Account identified in the Payment Instructions even if the name or other information associated with the Payee Bank Account in the books and records of the financial institution at which the account is held (the "Payee Bank") does not match information concerning the Payee provided by Customer in the Payment Instruction or otherwise. Each time the Customer (or a person acting on the Customer's behalf) submits a Payment Instruction, Customer represents and warrants, as of the time that such Payment Instruction is submitted, all of the following:
  - i. That Customer has full authority to authorize debit transfers from the Funding Account;
  - ii. The terms and conditions for the Funding Account permit ACH debit entries to the Funding Account, and do not have "positive pay" or other terms that require the Customer to provide affirmative consent to the financial institution that holds the Funding Account to process such entries;
  - iii. Neither the Customer nor any other person has provided instructions to the financial institution that holds the Funding Account not to process debit transactions (excluding instructions that would not apply to debit transactions initiated by PPS pursuant to this section);
  - iv. The Funding Account has sufficient available funds to cover the transaction, and the financial institution holding the Funding Account will not dishonor, return, reject, or otherwise refuse to settle the ACH debit entry or other method of initiating the debit transaction; and
  - v. The financial institution that holds the Funding Account will not attempt to return, recover, charge back, or otherwise reverse or recover the ACH debit entry (or equivalent) for any reason. If an ACH debit entry (or other method of effecting a transfer from the Funding Account) is returned unpaid for any reason, then Customer authorizes PPS to resubmit such entry if permitted by applicable payment system rules. PPS shall not be responsible or liable for any fees or penalties imposed on Customer by the financial institution that holds the Funding Account as a result of such resubmissions. If any of the electronic fund transfers described in this Section 6 are "on us" transactions (i.e., both accounts involved in the transfer are held at the same institution), then PPS may, in lieu of initiating wire transfers or similar interbank transfers, arrange for such transfers to occur through any processes established by the relevant financial institution for intra-bank transfers.

## **7. Use of the Procore Pay Solution**

- a. Compliance With Law. Customer shall not use the Procore Pay Solution in any manner that violates applicable law (including, for the avoidance of doubt, to effect a payment in connection with a transaction

that violates applicable law). Customer shall ensure that any person, including Authorized Users, that Customer authorizes, allows, or enables to access the Procore Pay Solution or the Account using the Procore Pay Solution or other services on the Procore platform will comply with these Supplemental Terms, the Agreement, and applicable law.

- b. **Use for Customer Only.** Customer may use the Procore Pay Solution only to effect payments on behalf of itself as principal. Customer may not use the Procore Pay Solution, or allow any other party to use the Procore Pay Solution, to effect any payment on behalf of or for the benefit of any other party. For example, Customer may not use the Procore Pay Solution to effect a payment to a Recipient for the purpose of settling another party's debt or other obligation to such Recipient.

8. **Authorized Use of the Procore Payment Solution.** Customer is responsible for any Payment Instructions submitted, or other use of the Procore Payment Solution, by any person: (a) to which the Customer has provided authentication credentials (or to which Customer has arranged for the provision of authentication credentials); (b) who has initiated the Payment Instruction or otherwise gained access to the Procore Payment Solution using authentication credentials of Customer or that were issued to another person by or at the direction of Customer; or (c) that Customer or a person acting on Customer's behalf authorized to use or access the Procore Payment Solution. For the avoidance of doubt, Customer shall be deemed to have authorized, allowed, or enabled a person to access the Procore Pay Solution if Customer provides such person with credentials or other means of accessing the Procore Pay Solution, even if such credentials or other means of access are provided to the person for a different purpose (e.g., to access services on the Procore platform other than the Procore Pay Solution) and Customer has explicitly instructed such person not to use such credentials or other means of access to access Procore Pay Solution. Furthermore, PPS may rely on and shall not be liable to Customer regarding any representation or instruction made by Customer designating or requesting Authorized Users be provisioned access by Procore to the Procore Pay Solution, including resetting multi-factor authentication enrollment for Authorized Users who no longer have access to their device and recovery code. Customer authorizes Procore to: (i) receive ACH Notification of Change and Returns Reports, (ii) update Payee bank account information, identified in a Notification of Change Report, it has on file with corrected information as furnished by Payee's bank; and (iii) resend, after Payee updates its bank information, Customer's payment instructions to Procore involving returned payments, as identified in a Notification of Returns Report, resulting from Payee's requirement to update bank account information on file.

9. **Non-Performance by Payee.** Customer understands and acknowledges that it often will not be possible for Procore Payment Systems to reverse or recover a payment to a Payee on the grounds that, e.g.:

- a. The Payee did not provide the goods or services promised or did not otherwise fully perform in connection with the underlying obligation to which the payment relates;
- b. The Payee or other person induced the Customer (or a person acting on the Customer's behalf) to initiate the payment by means of deception or with fraudulent intent;
- c. The Payee or other person induced the Customer (or a person acting on the Customer's behalf) to direct the payment to a person or bank account other than the intended Payee by means of fraud or deception; or
- d. The Customer (or a person acting on the Customer's behalf) initiated the payment in error (e.g., as a duplicate payment on an invoice). Procore Payment Systems has no obligation to attempt to reverse or recover a payment in these situations or in any other situation where Procore Payment Systems does not have a right under applicable law or payment system rules to demand recovery of the payment from the receiving financial institution, and has no obligation to reimburse you for the amount of such payment. If Procore Payment Systems decides, in its sole discretion, to attempt reversal or recovery of a payment initiated on your behalf, it does so solely as a customer accommodation, and in doing so assumes no obligation to exercise any particular level of care or diligence (e.g., best efforts) when attempting such reversal or recovery. If Procore Payment Systems is reimbursed by a receiving financial institution for a payment initiated on Customer's behalf, then Procore Payment Systems will reimburse the Customer by ACH transfer to the Funding Account in the amount actually recovered. Notwithstanding the foregoing, Procore

Payment Systems may delay reimbursement if it believes, in its sole discretion, that the recovery is not final or may be subject to further reversal or recovery by another financial institution or by a third party, or that Procore Payment Systems could be the subject of non-frivolous claims by the Payee or other third party with respect to the funds recovered.

10. **Security Controls; Payment Instructions.** Customer shall maintain commercially reasonable controls designed to prevent unauthorized access to the Procore Pay Solution or the Account through the use of Customer (including Authorized User) credentials or other means. Such controls shall include, without limitation, implementing multiple layers of effective authorization and authentication controls, at Customer's sole cost and expense, for any Authorized User that accesses the Procore Pay Solution. Customer shall ensure that no Authorized User shares credentials or otherwise allows others to use credentials assigned to such Authorized User to access the Procore Pay Solution, and Customer shall maintain reasonable policies, procedures, and protocols (including appropriate training) to ensure that Authorized Users do not share credentials with other persons or allow other persons to gain access to such credentials. Customer shall comply with any security controls, procedures, and other requirements imposed by Procore for the authorization and/or verification of payment instructions or other use of the Procore Pay Solution, including, without limitation, additions to or modifications of Customer's designated Authorized Users. Notwithstanding anything to the contrary in the Agreement or these Supplemental Terms, Procore may rely on the authenticity of any payment instruction received by Customer or any Authorized User pursuant to such controls, procedures, and requirements, and under no circumstances will Procore be liable for any losses incurred by Customer in connection with such payment instruction. Such controls and requirements are not intended to detect errors in the transmission or content of payment instructions, and Customer is solely responsible for ensuring the accuracy and delivery of any payment instruction in connection with the Procore Pay Solution. Throughout the Subscription Term, Customer shall provide Procore any information reasonably requested in connection with these Supplemental Terms or Customer's use of the Procore Pay Solution, including, but not limited to, information about Customer or its business activities or other information necessary for the provision of the Procore Pay Solution.
11. **Additional Indemnities; Disclaimers.** Notwithstanding anything to the contrary in the Agreement, Customer shall indemnify, defend, and hold Procore harmless for any and all claims, damages, liabilities, losses, or expenses (including reasonable attorneys' fees) of any kind arising out of or in connection with (a) any erroneous, inaccurate, or incomplete payment instruction (including, without limitation, instructions for payment to unintended recipients or for incorrect amounts) or other request by Customer; (b) Customer's fraud, negligence, or misconduct; (c) any action undertaken by Procore at Customer's instruction; (d) Customer's failure to comply with the Agreement or these Supplemental Terms; (e) Customer's use of the Procore Pay Solution; or (h) any action taken by a person who accesses the Procore Pay Solution (even if such person is not an Authorized User) other than as a result of Procore's negligence or misconduct. Any act or omission of an Authorized User or other third party acting upon the direction of Customer shall be deemed an act or omission of Customer for the purposes of this Section 11. Procore Payment Technologies, Inc., and subject to the limitations of the Agreement, shall indemnify Customer for direct, actual and out-of-pocket losses in accordance with the Agreement resulting from erroneous payment instructions where such error is the result of Procore's failure to accurately effectuate such payment in accordance with Customer's payment instructions. Any calculations or other reporting provided by Procore is for Customer's informational purposes only; and therefore, Customer may wish to independently confirm any such calculation or report prior to taking any action based thereon.
12. **Data Use Authorization.** Customer hereby consents to the collection, use, disclosure, and retention of (i) any information provided by Customer to Procore in connection with the Procore Pay Solution, or (ii) any information concerning Customer or any transaction initiated by Customer using the Procore Pay Solution, whether provided to Procore by Customer or any third party, to the fullest extent permitted by applicable law for the following purposes:
  - a. Facilitating the onboarding and maintenance of access to the Procore Pay Solution;
  - b. Processing of payments or other requests in connection with the Procore Pay Solution;
  - c. Providing customer support, resolving disputes, verifying authenticity of information or transactions, or

conducting other financial crime or risk management activities;

- d. Analyzing, developing, or improving the Procore Pay Solution or other products or services offered by Procore;
  - e. Complying with applicable law, including but not limited to the USA Patriot Act, or regulatory requirements or enforcing the Agreement or these Supplemental Terms; and
  - f. Any other purposes consistent with applicable law and PPS, Inc.'s Privacy Notice. During the Subscription Term, Customer's consent pursuant to this Section 8 shall be irrevocable to the fullest extent permitted by applicable law. In the event that Customer is permitted by applicable law to revoke or withdraw such consent, Customer shall immediately discontinue all use of the Procore Pay Solution. Any such withdrawal or revocation shall not affect Procore's rights with respect to information received by Procore prior to the effectiveness of such withdrawal or revocation unless required by applicable law.
13. **Restrictions.** PPS may suspend or limit Customer's access and/or use of the Procore Pay Solution, refusing to process any payment, reversing a payment, withholding a payment to a Payee at any time if Procore believes that Customer has used the Procore Pay Solution or the Account in a manner that violates applicable law, breaches the terms of the Agreement, or these Supplemental Terms
14. **Discontinuation.** In addition to all rights of termination under the Agreement, Procore may discontinue providing the Procore Pay Solution at any time upon any of the following events: (a) Customer has breached these Supplemental terms, (b) Customer does not provide or update with Procore required information under these terms; (c) PPS determines that continuing to provide the Procore Payment Solution to Customer does or might violate applicable law or payment system rules, or that continuing to provide the Procore Payment Solution to Customer is uneconomical or impractical as a result in a change to applicable law or payment system rules; (d) PPS believes, in its sole judgment and discretion, that Customer has used or may use the Procore Pay Solution in a manner that violates applicable law or these Terms of Service, or that might cause reputational harm to Procore; (e) Procore Payment Systems is directed to suspend or terminate the Customer's use of or access to the Procore Payment Solution by a regulatory authority, a payment system operator, or a financial institution that provides services to support the Procore Payment Solution; (f) PPS or its affiliates or service providers have sustained losses as a result of Customer's use of the Procore Payment Solution that are, in PPS's sole judgment and discretion, excessive, even if such losses were not the result of the Customer's failure to abide by these Supplemental Terms or the Customer's failure to exercise reasonable care in connection with Customer's use of the Procore Payment Solution; or (g) Customer is no longer eligible to access Procore Pay Solution for any reason pursuant to the Agreement or these Supplemental Terms.
15. **Contact Procore.** If you have a concern, complaint, or inquiry relating to the Procore Pay Solution or your use, please contact Procore at [pay-customer-complaints@procore.com](mailto:pay-customer-complaints@procore.com).
16. **Amendment.** Procore may revise these Supplemental Terms from time to time by posting an amendment to these Supplemental Terms on its website. Such amendment will take effect upon the date specified on the website, and your continued use of the Procore Pay Solutions after the effective date of the amendment shall constitute your acceptance of the amendment. For purposes of the preceding sentence, use of the Procore Pay Solutions shall include: (1) initiating or attempting to initiate any payment transaction; (2) making any changes to the Funding Account; (3) adding a new Payee (regardless of whether a transaction to such Payee actually is initiated) or changing existing Payee information; or (4) not taking any action to cancel or suspend your ability to use or access the Procore Payment Solution. However, the following shall not be considered continued use of the Procore Payment Solution: (1) accessing information about transactions or the Customer's use of the Procore Payment Solution prior to the effective date of the amendment; or (2) submitting inquiries or disputes with respect to transactions initiated prior to the effective date of the amendment. If any amendments reduce Customers rights or increase Customer's obligations, PPS will provide notice of such changes to Customer via amendment and Customer agrees to abide and be bound by such terms.
17. **Definitions.** Payee means any person or entity identified as the recipient of a payment in payment instructions submitted

by Customer or on Customer's behalf, and shall include the owner of any bank account to which Customer directs PPS to send a payment. **Payment Instruction** means any communication by Customer or person acting on Customer's behalf directing PPS to initiate a payment transaction that is properly submitted through the Procore platform in accordance with any procedures, mechanisms, portals, or processes that PPS may establish from time to time.