

Procore Explore Program Terms

These Procore Explore Program Terms (“**Terms**”) apply to and govern your participation in any or all of Procore’s public or private Beta Services under the Procore Explore Program. “**Beta Service**” means a program, service, or a feature of a service, that is designated, labeled, described, or presented to you or the user as beta, alpha, experimental, pilot, limited release, in development, developer preview, non-production, or evaluation, such that it is provided prior to general commercial release. By accepting these Terms, or accessing, enabling, or using a Beta Service, you: (a) agree to these Terms on behalf of the Procore customer who you are employed by, affiliated, or associated with (“**Customer**”), and (b) represent you have authority to bind Customer to these Terms. If you don’t have authority or don’t agree to these Terms, you, Customer, and Authorized Users may not use the Beta Services. Capitalized terms used but not defined herein have the meanings in the [Procore Subscription and Services Agreement \(“**Agreement**”\)](#). These Terms control any conflict or inconsistency with the Agreement, with respect to the Beta Services. Procore may update these Terms from time to time. Updates may be provided through the Services or by posting an updated version.

Beta Services. Beta Services are not “Services” under the Agreement and may be used solely for internal evaluation purposes. The Agreement sections “Customer’s Responsibilities”, “Restrictions”, “Proprietary Rights and Licenses”, “Confidentiality”, and “Export Control” apply to the Beta Services along with all other applicable terms and policies. Use of any Beta Service will end on the earlier date: (a) the Beta Service becomes generally available, (b) Procore discontinues the Beta Service; or (c) Procore specifies. Procore may change, limit, or discontinue Beta Services at any time without notice or liability, and may choose not to make any Beta Service commercially available.

Feedback. Customer agrees to test, receive communications about, and provide ongoing feedback to Procore on the Beta Services (“**Feedback**”) and grants Procore an unlimited, irrevocable, perpetual, sublicensable, royalty-free license to use Feedback for any purpose without obligation or compensation to Customer or Authorized Users. Procore may publish Feedback which does not identify Customer, or, if Customer is identified, with Customer’s prior consent. Procore may use information about Customer’s use and evaluation of the Beta Services for Procore’s product improvement and development.

No Warranty. Beta Services are provided “as is”, without warranty of any kind. Customer’s access or use of the Beta Services are at its sole risk. Customer understands and agrees Beta Services: (a) are not generally available; (b) may contain bugs, errors, and other limitations; (c) are not supported; and (d) are not subject to any service level, security, or other contractual commitments agreed upon by the parties. Procore and its Affiliates will have no liability or obligation for any damage or harm arising from or in connection with any Beta Service.

No Damages. IN NO EVENT WILL PROCORE OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, AND/OR INCIDENTAL LOSS, EXEMPLARY OR OTHER DAMAGES RELATED TO THE BETA SERVICES WHETHER DIRECT OR INDIRECT, INCLUDING (i) LOSS OF DATA, (ii) LOSS OF INCOME, (iii) LOSS OF OPPORTUNITY, (iv) LOST PROFITS, AND (v) COSTS OF RECOVERY OR ANY OTHER DAMAGES, HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY, AND WHETHER OR NOT FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), VIOLATION OF STATUTE, OR OTHERWISE, AND WHETHER OR NOT PROCORE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, PROCORE’S MAXIMUM LIABILITY HEREUNDER IS LIMITED TO \$100.00 USD. SOME JURISDICTIONS DO NOT ALLOW LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.