# **Procore API Terms of Use**

Effective: September 30, 2025

These Procore API Terms of Use ("Terms") govern your rights and responsibilities when accessing and using our APIs. These Terms, together with the Developer Documentation, Developer Policy (if you Commercially Distribute your Application), and other referenced policies and guidelines are collectively the "Agreement" between Procore Technologies, Inc. ("Procore," "we," "our," or "us") and you ("you", "your", "Developer"). If you are accessing or using the APIs on behalf of a company or entity, you represent that you have authority to bind that entity to the Agreement, and all references to "you", "your", or "Developer" refer to that entity. If you do not have such authority, or do not agree with the Agreement, you must not accept it or use the Procore APIs. The Agreement does not grant you any right to access or use the Procore Services, which are governed by a separate agreement (e.g., our Subscription & Services Agreement).

If there is a conflict between the Terms and any other documents or pages referenced herein, the following order of precedence applies: (a) the Terms, (b) the Procore Developer Policy (if applicable), and (c) any other referenced documents or pages.

**Modifications**. WE MAY MODIFY THE AGREEMENT AT ANY TIME, WITH OR WITHOUT PRIOR NOTICE. CONTINUED USE OF THE APIS FOLLOWING AN UPDATE OF THE AGREEMENT WILL BE DEEMED YOUR ACCEPTANCE OF SUCH MODIFICATIONS.

#### 1. Definitions

Capitalized terms not defined in the Agreement have the meanings given to them contextually.

- a. APIs: Procore's application programming interfaces, webhooks, endpoints, software development kits, sample code, command-line tools, developer accounts and developer tools, and other related documentation and materials made available by Procore.
- b. **Application**: Your software application, website, embedded experience, product, service, software module, template, connected service, integration, and/or anything you create that use the APIs, designed to interoperate with the Procore Services.
- c. Customer: An authorized actual user of the Procore Services.
- d. **Customer Data**: Any data, content, or information of a Customer that is accessed, collected, stored, transmitted, treated, used, disclosed, shared, or otherwise processed by you or your Application in connection with use of the APIs or Procore Services. This includes personally identifiable information ("**PII**").
- e. **Developer Credentials**: Any passwords, keys, tokens, or other access credentials that allow you to access the APIs or Customer Data.
- f. **Procore Services**: Procore's construction management tools and platform made available under a Procore Customer Agreement (defined below).

g. Security Incident: Any actual or suspected: (a) unauthorized access, acquisition, use, disclosure, modification, loss, or destruction of Customer Data in the possession or control of you, your agents or contractors (whether intentional or accidental), (b) security vulnerability or compromise of your Application or the underlying systems it depends on, or (c) issue involving your Application that materially degrades the Procore APIs, Procore Services, or Procore's systems or networks.

# 2. Access to Our APIs

- **2.1 License.** Subject to your compliance with the Agreement, Procore grants you a limited, non-exclusive, non-sublicensable, non-assignable, non-transferable, revocable license to access our APIs solely as necessary to develop, test, use, and support your Application with the Procore Services. You may use the APIs only as permitted in the Agreement. You may not sell, rent, lease, sublicense, redistribute, or syndicate access to any of our APIs or the Procore Services. You do not acquire ownership of any rights in the APIs, Developer Documentation, Procore Services, Customer Data, or API Data (defined below) by using the APIs.
- **2.2 Registration.** To use the APIs, you must follow our registration and credentialing requirements. Developer Credentials are Procore's Confidential Information and may not be shared with third parties or embedded in open-source projects. You must protect and prevent loss, theft, damage, or unauthorized access to or disclosure of Developer Credentials. You must keep all information you provide to Procore accurate and up to date at all times. Procore may revoke or limit Developer Credentials at any time, without notice, in its sole discretion.
- **2.3 Use Limits.** Procore may set and enforce limits on access to and use of the APIs (e.g., limits on access, numbers of calls or requests, or rate limits) in its sole discretion and without prior notice or liability. You agree to such limitations and will not attempt to circumvent them. Procore may monitor your usage of the APIs for quality, security, product and service improvement, and Agreement compliance. Procore may limit or suspend your use of or access to the APIs in its sole discretion and without prior notice or liability to you.
- **2.4 Fees**. Procore reserves the right to charge fees for use of or access to all or part of the APIs. Any fees must be agreed to in writing by you and Procore.
- **2.5 Modifications and Updates.** Procore may modify, amend, change, remove, add features, or deprecate all or part of the APIs, or cease to offer support for them, at any time in its sole discretion and without prior notice. Procore will use commercially reasonable efforts to provide notice of such actions. You are responsible for monitoring updates to the APIs and must promptly develop, update, or modify your Application at your sole cost and expense to ensure it remains compatible and functions with the then-current API version. Procore will have no liability resulting from such changes or the incompatibility of future API versions with your Application. You agree that failure to make such changes or modifications may result in your Application failing to work as designed.

# 3. Conditions and Prohibited Uses

As conditions on your rights under the Agreement, you agree you and your Applications will not (directly or indirectly):

a. Access or use the APIs in violation of any law or regulation.

- b. Circumvent or attempt to circumvent any technical processes. limitations, or security measures associated with the APIs or Procore Services.
- c. Use the APIs or your Application in any way that could limit, harm, or damage Procore, the APIs, any Procore Services, products, or other services, including anyone's use of the APIs or Procore Services.
- d. Access or use the APIs in any manner that poses a security vulnerability to Customers or users of the Procore Services.
- e. Copy, distribute, sell, sublicense, rent, or lease the APIs or Developer Credentials.
- f. Modify or create any derivative works of the APIs.
- g. Take any action that would subject the APIs or Procore Services to any third-party terms, including any "open source" software or similar license terms, when used as part of the APIs.
- h. Reformat, reverse-engineer, decompile, or otherwise modify the APIs or Procore Services or otherwise attempt to derive the source code, trade secrets, or know-how of our APIs or the Procore Services.
- i. Access or use the APIs for competitive analysis, the monitoring or dissemination of performance information, or similar performance testing (including uptime, response time, functionality, and/or benchmarks) relating to the APIs or Procore Services.
- j. Access or use the APIs to replicate or compete with the APIs or Procore Services, in whole or in part.
- k. Conduct any performance, load, or similar testing that could result in an increased rate of requests or other negative impacts on the APIs, Procore Services or the behavior of other applications using the APIs, unless authorized by Procore in writing.
- I. Attempt to use the APIs in a manner that exceeds rate limits or constitutes excessive or abusive usage.
- m. Store passwords for Procore accounts.
- n. Falsify or alter any unique referral identifier in, or assigned to an Application, or otherwise obscure or alter the source of requests or queries coming from an Application.
- o. Test the vulnerability of our APIs, Procore Services, systems, or networks unless expressly authorized under a Procore security testing or bug bounty program.
- p. Request from the APIs more than the minimum amount of data or permissions needed for the Application's intended functionality.

# 4. Your Responsibilities

- **4.1 General.** You are solely responsible, at your own expense, for how you develop, operate, and support your Applications and for your relationships with your Customers. You are fully responsible for any information you provide to Procore via the APIs. Procore has no obligation to provide any Application maintenance or support.
- **4.2 Procore Customer Agreement.** Use of the Procore Services requires each Customer to have a valid license or subscription with Procore ("Procore Customer Agreement"). You will not facilitate or encourage any Customer to violate any Procore Customer Agreement or interfere with any Customer's review or acceptance of any Procore Customer Agreement.

**4.3 No Resale.** The Agreement does not grant you the right to distribute or resell the APIs, Procore Services, or to create any binding commitment on behalf of Procore. You may not directly or indirectly charge Customers for use of, or access to, the functionality of the Procore Services or APIs, but this does not limit you from charging a standard overall fee for your Applications in accordance with the Agreement.

# **4.4 Your Representations and Warranties.** You represent and warrant that:

- a. You have full power and authority to enter into and perform the Agreement and to use and distribute your Applications without violating any other agreement or any third party's rights.
- b. Your Applications and their use will not violate any applicable laws or third-party rights (including intellectual property rights and rights of privacy or publicity).
- c. All information you provide to Procore is and will be true, accurate, and complete.
- d. You will not interfere with Procore's business practices or the way in which it licenses or distributes the Procore Services or APIs.
- e. Unless separately agreed with Procore in writing, you will not suggest any affiliation with Procore, including any suggestion that Procore sponsors, endorses, or guarantees your Applications, except for the Procore Services integration relationship expressly contemplated in the Agreement. You will not make any representations, warranties, or commitments regarding Procore or the Procore Services or on behalf of Procore.

# 5. Distribution Beyond Your Organization

- **5.1 Commercial Distribution.** You may not Commercially Distribute your Application unless you are authorized to do so under a separate written agreement with Procore. "Commercially Distribute" means any situation where a Customer could pay fees for your product, service, or features, whether a direct charge to access your Application, a 'freemium' model where some features are limited subject to fees, or a free Application that connects to a paid product or service. In order to Commercially Distribute an Application, you must: (a) enter into a partner or other agreement with Procore authorizing Commercial Distribution via the **Procore App Marketplace** or as otherwise agreed with Procore; and (b) comply with the Developer Policy. The restrictions in this section apply to all Applications that are Commercially Distributed, whether you publish an off-the-shelf Application or you provide Customers with a custom Application template that connects to other products, services, or features. These restrictions do not apply if your Application and any products or services connected to it were created for use only by a single third party.
- **5.2 Customer Terms & Privacy Policy.** If you Commercially Distribute your Application, you must maintain a user agreement and a legally compliant privacy policy for your Application, prominently identified or located where users download or access your Application. Your privacy policy must comply with all applicable laws and describe your access, collection, and processing of Customer Data, with whom you share Customer Data, and in which country or countries the Customer Data will be stored (along with other disclosures required by applicable law). Your privacy policy must notify Customers that you (and not Procore) are responsible for the privacy, security, and integrity of any Customer Data processed by you or your Application. You must comply with your privacy policy at all times. You must promptly notify us via email at

security@procore.com of any breaches of your user agreement or privacy policy that may impact customers or users of the Procore Services.

- **5.3 Customer Communications.** If you Commercially Distribute your Application, you may use Customer Data to communicate directly with Customers only where the communication is with technical or billing contacts, required by applicable laws, or as consented to or requested by the Customer. You may not send marketing messages to Customers within any user experience integrated with the Procore Services without Procore's express written consent.
- **5.4 Data Use for Commercial Applications.** If you Commercially Distribute your Application, you must obtain explicit authorization from the organization installing your Application for the use, processing, and storage of data obtained from the APIs ("**API Data**"). You must limit your use, processing, and retention of API Data to the minimum necessary to develop, test, operate, and support your Application's functionality, in accordance with the Developer Documentation. You may not: (a) use API Data to train, re-train, fine-tune or benchmark any machine learning or artificial intelligence algorithm, software, or system; (b) bulk export API Data except where expressly allowed by an additional agreement with Procore; or (c) use data collected from one organization to directly benefit a different organization or any third party.

## 6. Data Protection

- 6.1 Privacy Requirements. If you process PII in connection with the APIs, you must (a) comply with all applicable privacy and data protections laws and regulations; (b) provide all required notices and obtain all necessary rights, permissions, and consents from Customers for your access, collection, storage, transmission, treatment, use, disclosure, sharing, and other processing of any PII. You will ensure that all such processing complies with your Customer Terms, Privacy Policy, and all applicable laws. If you use Procore's APIs to retrieve PII directly from Procore (e.g., Customer contact information), you must limit your access and processing of such information to that: (a) authorized by the Customer, or (b) necessary for the purposes of providing the functionality of your Application. You may not sell any PII. Nothing in the Agreement or the activities contemplated herein will be construed as creating a joint controller relationship between you and Procore or designating you as a Procore processor. Procore will not be liable for, or have any responsibility in connection with, Customer Data (including PII) processed by you, your Application, or your activities regarding Customer Data. Upon Procore's request you will provide such assistance and take such actions as may be reasonably necessary for Procore to comply with applicable privacy laws, including promptly notifying Procore of any privacy rights requests or other correspondence received from Customer users, regulators, or other third parties regarding PII processed in connection with the APIs, and assisting with data protection impact assessments and notifications to regulators.
- **6.2 Security.** You and your Application will employ reasonable technical, administrative, and physical safeguards that: (a) comply with the Agreement and all applicable laws and regulations, including data protection laws, (b) meet or exceed applicable industry standards or self-regulatory requirements; (c) protect the confidentiality, integrity, and availability of Customer Data; and (d) prevent Security Incidents. You agree to promptly remediate all security vulnerabilities identified to you by Procore, or as described in

the Procore Developer Policy if you Commercially Distribute your Application. You must keep all Developer Credentials confidential and not make them publicly available or disclose them to third parties.

6.3 Security Incidents. Upon discovery or notice of any Security Incident, unless prohibited by applicable laws, you will notify Procore via security@procore.com about such Security Incident and in no event later than 24 hours after you become aware of it. You agree to preserve evidence regarding the Security Incident, and provide us with information we request, including an explanation of the nature and root cause of the Security Incident, the categories and approximate number of affected individuals and/or organizations, the categories and approximate quantity of affected records, the likely consequences of the Security Incident, and corrective action being taken. You agree to take such actions as Procore may reasonably request to respond to, investigate, and mitigate adverse effects of any Security Incident. You will be solely responsible, at your own expense, for investigation, remediation, and your own notifications to affected Customers and regulatory authorities in accordance with applicable laws and industry standards. Before you communicate with the public (e.g., via press release, blogs, social media, bulletin boards) or any third party (that is not your agent) about a Security Incident, you will consult with Procore regarding, and provide Procore an advance copy of, such communication, provided so doing is permitted by applicable laws and regulations and does not unreasonably interfere with your investigation or remediation of the Security Incident or your compliance with your legal obligations to give notifications about the Security Incident. You must obtain Procore's approval for any breach notifications to Customers that refer directly or indirectly to Procore.

# 7. Ownership and Intellectual Property

- **7.1 Procore Ownership.** Procore and its licensors own and retain all intellectual property and other rights in the APIs, Procore Services, and Procore Marks (including associated goodwill). Except as expressly set out in the Agreement, neither party grants the other any rights or licenses to or under its intellectual property. All rights not expressly granted by these API Terms are retained by Procore.
- **7.2 Your Ownership.** As between the parties, you own all intellectual property and other rights in your Applications and your Marks (including associated goodwill).
- **7.3 Feedback.** Providing feedback, comments, or suggestions about the APIs or the Procore Services ("**Feedback**") to Procore is voluntary. Any Feedback and suggestions will be non-confidential. Procore may use Feedback for any purpose, without any restriction, obligation, or compensation to you.
- **7.4 Procore Product Development.** Nothing limits Procore from creating, developing, acquiring, licensing, distributing, or marketing its own products and services or working with other partners and developers who could develop (or already have developed) products, concepts, or ideas similar to yours or your Applications, products or services that you develop or may develop in the future.

# 8. Disclaimer of Warranties

TO THE FULL EXTENT PERMITTED BY LAW, THE PROCORE APIS, PROCORE SERVICES, AND DEVELOPER DOCUMENTATION ARE PROVIDED "AS IS" AND "WITH ALL FAULTS" AND "AS AVAILABLE." PROCORE AND ITS THIRD-PARTY LICENSORS DISCLAIM ALL REPRESENTATIONS, WARRANTIES, AND GUARANTEES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF

MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR ANY PURPOSE. PROCORE MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE RELATED TO RELIABILITY, ACCURACY, OR COMPLETENESS OF THE APIS OR PROCORE SERVICES, THAT PROCORE WILL CONTINUE TO OFFER THE APIS OR ITS DEVELOPER PROGRAM, OR THAT USE OF THE PROCORE APIS OR ANY PROCORE SERVICES WILL BE SECURE, TIMELY, UNINTERRUPTED, ERROR-FREE, OR MEET YOUR REQUIREMENTS OR EXPECTATIONS. You may have other statutory rights, in which case the disclaimers above will apply to the full extent permitted by law. Subject to the Agreement, Procore will use commercially reasonable efforts to ensure the availability of the APIs. Any advice, consultation, or services Procore provides you in connection with the APIs is provided "as is" and without warranties or guaranties of any kind. Notwithstanding the foregoing, Procore is not obligated to provide any support to you for the APIs or your Application, and Procore does not guarantee any uptime, availability, performance, or integrity of the APIs. Procore will not be liable to you for the unavailability of the APIs or the failure of the APIs to perform in accordance with its specifications. Procore is not required to provide any prior notice to you or your Customers of planned or unplanned downtime of the APIs.

# 9. Limitation of Liability

TO THE FULL EXTENT PERMITTED BY LAW, IN NO EVENT WILL PROCORE BE LIABLE (A) FOR ANY LOSS OF USE, LOST DATA, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, LOST PROFITS, LOST SALES OR BUSINESS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, PROCORE'S AGGREGATE LIABILITY TO YOU, YOUR CUSTOMERS, OR ANY OTHER THIRD PARTY ARISING OUT OF OR RELATING TO THE AGREEMENT, YOUR USE OF THE APIS, OR YOUR APPLICATION SHALL IN NO EVENT EXCEED FIVE HUNDRED U.S. DOLLARS (\$500 USD). ANY CLAIM BY YOU ARISING OUT OF OR RELATING TO THE AGREEMENT, USE OF THE APIS, OR YOUR APPLICATION MUST BE BROUGHT WITHIN ONE (1) YEAR OF THE EVENTS GIVING RISE TO THE CLAIM.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, PROCORE HAS NO WARRANTY, SERVICE LEVEL, SUPPORT, SECURITY, INDEMNIFICATION, OR OTHER OBLIGATION OR LIABILITY WITH RESPECT TO YOUR APPLICATIONS OR THEIR COMBINATION, INTERACTION, OR USE WITH THE APIS, ANY PROCORE SERVICES, CUSTOMER DATA OR API DATA. You acknowledge and agree that this Section reflects a reasonable allocation of risk and will apply regardless of the form of action, whether in contract, tort (including negligence), strict liability, or otherwise, and that Procore would not enter into the Agreement without these liability limitations.

**Exclusions**. Some jurisdictions do not allow the exclusion of implied warranties or the limitation of liability for certain types of damages, which means that some of the above limitations may not apply to you. In these jurisdictions, Procore's liability will be limited to the greatest extent permitted by law.

You will indemnify, defend (at Procore's request), and hold harmless Procore and its affiliates and their respective directors, officers, employees, agents, contractors, suppliers, licensees, and resellers from and against any third party (including your Customers) claims, actions, costs, expenses (including reasonable attorneys' fees), damages, and/or liabilities based on or arising from (a) your Applications, (b) your use of the APIs, Procore Services, Customer Data, or API Data, (c) your relationships or interactions with any Customers or third-party distributors of your Applications, (d) your breach or alleged breach of the Agreement, or (e) your infringement or alleged infringement of the intellectual property rights of a third party. Procore may at its own expense participate in the defense and settlement of any claim with its own counsel, and you may not settle a claim that imposes any liability or obligation on Procore, without Procore's prior written consent, not to be unreasonably withheld.

# 11. Confidentiality

"Confidential Information" means non-public elements of the APIs and any other information disclosed by Procore that is marked as confidential or proprietary or that you should reasonably understand to be confidential or proprietary. This includes your Developer Credentials and any nonpublic communications from Procore relating to the APIs or your Application. Confidential Information does not include any information that: (a) is or becomes generally known to the public; (b) was known to you before its disclosure hereunder; or (c) is received from a third party, in each case without breach of an obligation owed to Procore or anyone else.

You will (i) maintain Confidential Information in confidence (using at least the same measures as for your own confidential information, and no less than reasonable care) and not divulge it to any third party and (ii) only use Confidential Information to fulfill your obligations under the Agreement. If you are compelled by law to disclose Confidential Information, you must provide Procore with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Procore's cost, if Procore wishes to contest the disclosure. In the event of actual or threatened breach of this Section 11, Procore shall have the right, in addition to any other remedies available to it, to seek injunctive relief to protect its Confidential Information.

# 12. Termination

- **12.1 By Developer.** You may terminate the Agreement at any time by ceasing all use of the APIs and Developer Credentials.
- **12.2 By Procore.** Procore may, without prior notice or liability to you, suspend or terminate the Agreement, any rights granted herein, and/or your license to the APIs or Developer Credentials, in our sole discretion for any reason. Upon termination, all licenses granted herein immediately expire and you will cease to use the APIs. Any continued use of the APIs will be subject to the Agreement.
- **12.3 Effect of Termination.** Upon any suspension or termination, you must immediately cease using the APIs and, at Procore's request, return or destroy all Confidential Information. After termination, you will have no further access to any Procore developer website or portal or to any data or content that you submitted to Procore relating to the APIs.

**12.4 No Liability.** Procore will have no obligation or liability resulting from termination or suspension of the Agreement as permitted above.

## 13. General Provisions

- **13.1 Entire Agreement.** The Agreement constitutes the entire agreement between you and us regarding the APIs and supersede all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter.
- **13.2 Governing Law and Venue.** The Agreement is governed by and construed in accordance with the laws of the State of California, excluding its conflicts of law rules and principles. In no event will you seek or be entitled to rescission, injunctive or other equitable relief, or to enjoin or restrain the operation of the APIs. Each party submits to the personal and exclusive jurisdiction of the federal or state courts for Los Angeles County, California. Each party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to the Agreement.
- **13.3 Assignment.** You may not assign, transfer, or delegate any right or obligations under the Agreement, whether by operation of law, change of control, merger, asset sale, or otherwise, without Procore's prior written consent. Any non-permitted assignment is void. Procore may assign or transfer the Agreement, at its sole discretion, without restriction.
- **13.4 Relationship of the Parties; No Third-Party Beneficiaries.** The parties are independent contractors, and the Agreement does not create any agency, partnership, joint venture, fiduciary, or employment relationship. There are no third-party beneficiaries to the Agreement.
- **13.5 Force Majeure.** Neither Procore nor you will be liable for any delay or failure to perform any obligation under the Agreement if the delay or failure is due to unforeseen events that are beyond its reasonable control, including denial-of-service attacks, a failure by a third-party hosting provider or utility provider, strikes, shortages, riots, fires, acts of God, war, terrorism, and governmental action.
- **13.6 Severability.** If any provision of the Agreement is held invalid, illegal, or unenforceable, it will be limited to the minimum extent necessary so the rest of the Agreement remains in effect.
- **13.7 No Waiver.** Failure to enforce any provision is not a waiver, and all waivers must be in writing. A waiver on one occasion will not be a waiver of any right or remedy on any future occasion.
- **13.8 Notices.** Notices must be in writing and will be deemed given when delivered. Procore may provide notice to the email or physical address provided by you or through Procore's developer website. Your notices to Procore must be given by post to Procore Technologies, Inc., Attn: Chief Legal Officer, 6309 Carpinteria Ave., Carpinteria, CA 93013 USA.
- **13.9 Survival.** Sections 1 (Definitions), 6 (Data Protection), 7 (Ownership and Intellectual Property) 8 (Disclaimer of Warranties), 9 (Limitations of Liability), 10 (Indemnification), 11 (Confidentiality), 12 (Termination), 13 (General Provisions), and the provisions of the Agreement that, by their terms, require performance after termination or expiration of the Agreement will survive any termination of the Agreement.

# **Procore API Terms of Use**

Last Updated: July 12, 2022 (Effective Through 9/29/2025)

These Procore API Terms of Use (the "Agreement") govern your access to and use of the Procore APIs and Procore's Development Accounts (collectively the "Developer Offerings").

#### **Overview and Definitions**

This Agreement forms a binding agreement between you and Procore. "**Procore**," "we," "our," and "us" refer to Procore Technologies, Inc. and its affiliates, and "**Developer**," "you," and "your" refer to the individual, company or legal entity you represent.

You agree to this Agreement by accessing or using the Developer Offerings or by clicking "accept" (or similar button). If you do not agree to this Agreement, do not use our Developer Offerings.

If you are accepting this Agreement or accessing or using the Developer Offerings on behalf of another person, employer or entity: (a) you represent that you have the authority to do so, (b) all references to "you" throughout this Agreement will include that person, employer or entity, and (c) in the event you, the person, employer or entity violates this Agreement, the person, employer or entity agrees to be responsible to us.

We may supply different or additional terms, conditions, guidelines, policies, or rules in relation to our Developer Offerings ("Supplemental Terms"), including Procore User Terms of Service, the Procore Trademark Use Guidelines, the Procore Brand Guidelines, and any other policies identified as Supplemental Terms herein, which are incorporated by reference into this Agreement. If there is a conflict between this Agreement and the Supplemental Terms, the Supplemental Terms will control for that conflict.

PROCORE MAY, IN ITS SOLE DISCRETION, MODIFY THIS AGREEMENT AT ANY TIME, WITH OR WITHOUT PRIOR NOTICE. CONTINUED USE OF THE DEVELOPER OFFERINGS FOLLOWING THE RELEASE OF A SUBSEQUENT VERSION OF THIS AGREEMENT WILL BE DEEMED YOUR ACCEPTANCE OF ANY MODIFICATIONS MADE. THE "UPDATED AS OF" LEGEND ABOVE INDICATES WHEN THIS AGREEMENT WAS LAST MODIFIED.

# **Definitions**

"Application" means any application, integration, connector, embedded experience, website, tool, service, or product you develop, create, or offer using the Procore APIs, including any enhancements, upgrades, updates, bug fixes, patches, new versions and other modifications to any of the foregoing.

"End User" means end users of your Application.

"End User Data" means any data, content or information of an End User that is accessed, collected or otherwise processed by you or your Application.

**"End User Privacy Policy"** means a legally adequate privacy policy provided to each End User from whom you or your Application collects, accesses, or processes End User Data.

"End User Terms" means a legally adequate agreement governing End User Application use.

"Procore APIs" means: (a) any form of machine accessible application programming interface Procore makes available to you that provides access to the Service, including associated tools, elements, components and executables therein, (b) Procore's software development kits, (c) Procore sample code that enables interactions with Procore's services or software, and (d) Procore Developer Documentation. Procore APIs do not include non-public APIs.

"Security Incident" means any actual or suspected: (a) unauthorized access, acquisition, use, disclosure, modification, loss or destruction of End User Data in the possession or control of you or your agents or contractors, (b) security vulnerability or compromise

of your Application or systems that operate or support your Application; or (c) issue involving your systems or Application that materially degrades Procore's systems, networks, the Developer Offerings or Service.

"Service" means Procore's construction management platform and other cloud and software products. The "Service" does not include the Developer Offerings.

## Access to and Use of the Developer Offerings

#### **Eligibility**

To use the Developer Offerings, you agree that you: (a) must be at least 16 years old, or older if required by applicable law for Procore to lawfully provide the Developer Offerings to you without parental consent; (b) will only have one registered account, as applicable; and (c) are not already restricted by Procore from using the applicable Developer Offerings. You represent and warrant that any information that you provide in connection with your use of the Developer Offerings is accurate. Providing false information in connection with your use of the Developer Offerings or creating an account with false information is a violation of this Agreement, including registering accounts on behalf of others.

#### **Registration and Your Account**

Registration with Procore and the creation of a development account with Procore (a "Development Account") is optional for use of some Procore APIs but may be required for use of other Procore APIs. In connection with your registration with Procore or the creation of a Development Account, you must provide complete, accurate, and truthful information and update the registration information promptly if there are any changes. You may only permit your authorized users to access your Development Account and are responsible for: (a) maintaining the confidentiality of their login credentials for your Development Account, and (b) all activities that occur under your Development Account. You may not assign or transfer your Development Account to any other person or entity without Procore's prior written permission. You agree that Procore is not responsible for third-party access to your Development Account that results from the theft or misappropriation of your login credentials.

#### Non-Public APIs

This Agreement does not grant you any right to access or use any of Procore's non-public APIs, which are governed by separate agreements and additional terms with Procore.

# **Notices and Messaging**

You understand that by accessing or using the Developer Offerings, you may receive regular updates, marketing, and other communications regarding new or existing Procore promotions, products and services. You agree that Procore will provide notices and messages to you in the following ways: (1) within your Development Account, or (2) sent to the contact information you provide us (e.g., email, mobile number, physical address). You may opt out of receiving promotional or marketing communications from us at any time by using the unsubscribe link in the email communications we send or by filling out this Marketing Opt-Out Form.

#### License to You

Subject to the restrictions set forth in the "Use Restrictions" sections below, Procore grants you a non-exclusive, worldwide (subject to this Agreement), non-transferable, limited license to: (a) access and use the Procore APIs only to develop, test and support an integration of your Application with the Services; and (b) access and use your Development Account created in accordance with this Agreement solely to develop, modify or test your Application or demonstrate your Application to potential End Users. You may not sell, rent, lease, sublicense, redistribute, or syndicate specific access to the Developer Offerings.

## **License to Procore**

To the extent you provide any of your (excluding End User Data) content, data, information, personal data and other materials ("Developer Data") via your Application or other means to the Services, you hereby grant Procore Group (defined below), and its subprocessors a worldwide right and license to access, host, display, process, analyze, transmit, reproduce, and otherwise utilize Developer Data for the purposes of providing, developing and improving the Services in accordance with this Agreement. You represent

and warrant that Developer Data, and Procore's use of such Developer Data as permitted by this Agreement, will not violate any rights of or cause injury to any person or entity.

#### **Use Restrictions**

Your rights to access and use to the Developer Offerings is subject to compliance with the Developer Documentation and Supplemental Terms, and any access to or use of the Developer Offerings other than as specifically authorized herein, without our prior written permission, is strictly prohibited, will terminate the license granted herein and violate our intellectual property rights.

You will not: (a) access or use the Developer Offerings in violation of any law or regulation; (b) access or use the Developer Offerings in any manner that: (i) compromises, breaks or circumvents any Developer Offerings or Service technical processes or security measures, (ii) poses a security vulnerability to Service customers or End Users, (iii) tests the vulnerability of the Service or Procore's systems or networks; (iv) monitors the Service or Developer Offerings availability, performance or functionality; or (v) harvest, collect, use or gather content or data from or through the Developer Offerings or Service without consent; (c) access the Developer Offerings or Services to replicate or compete with the Services in whole or in part; (d) attempt to reverse engineer or derive source code, trade secrets, or know-how of the Developer Offerings or Services; (e) create or distribute any derivative work of the Developer Offerings; (f) introduce any viruses, worms, defects, Trojan horses, malware, or any items of a destructive nature to the Developer Offerings or the Services; or (g) attempt to use the Procore APIs in any way that exceeds rate limits, or is excessive or abusive usage.

You will: (1) not share your keys or credentials for the Procore APIs ("**Tokens**"), (2) keep Tokens and login information secure and confidential, and (3) use Tokens as your sole means of accessing the Procore APIs.

You also will not: (a) use your Developer Offerings as a managed service or for outsourcing, renting or time-sharing; (b) use your Developer Offerings for volume, stress or performance testing activities except as expressly authorized herein or by Procore in writing; (c) reprint, distribute or embed any Developer Documentation or Service documentation; (d) copy, modify or create a derivative work of the Developer Offerings; (e) gain or attempt to gain unauthorized access to the Service.

#### **Audit and Access Rights**

If Procore believes there is, may be or will be a violation of this Agreement that can be remedied by modifying or updating your Application, Procore will, in most cases, contact you to take direct action rather than intervene. Procore may directly intervene to take action if you are not responsive, or if we believe there is a credible risk of harm to Procore, the Service, our customers, End Users or any third party. Procore reserves a right to audit your Application to make sure it does not violate this Agreement, the Supplemental Terms, or our policies. You agree that you will cooperate with such audits and provide Procore with proof that your Application complies with these Terms, the Developer Documentation, the Supplemental Terms, and Procore's policies. You agree that Procore and its agents or contractors conducting the audit will bear no responsibility or liability arising from such audit.

#### **APIs and Documentation Modifications**

Procore, in its sole discretion, may change the Developer Offerings, including the Procore APIs (including backwards incompatible changes), the Developer Documentation and Services. Procore will use reasonable efforts to give notice of these changes via the Developer Documentation, your Developer Account, or other method chosen by Procore. Portions of the Procore API are undocumented, including certain methods, events, and properties. Undocumented aspects of the Procore APIs may change at any time without notice.

# **End Users**

End User Data. An End User may provide permission for you or your Applications to access End User Data.

Collection and Use. You will provide all required disclosures and must obtain all necessary rights, permissions, and consents from End Users for your access, collection, storage, transmission, treatment, use, disclosure, sharing, and other processing of End User Data. You will ensure that all processing complies with your End User Terms, End User Privacy Policy, and applicable law. You will not sell or exchange any End User Data. Procore will not be liable or responsible for End User Data processed by you or your Application. Your processing of End User Data is not in any way by or on behalf of Procore.

**End User Communications**. You may use End User Data to communicate directly with End Users only where required by law or where requested by or consented to by the End User. You may not send marketing messages to End Users within any user experience integrated or embedded with the Service without Procore's express written consent.

#### **End User Terms**

You (not Procore) provide the Application to your End Users. You must ensure End Users agree to your End User Terms, which must comply with all applicable laws and regulations and this Agreement. Your End User Terms must at a minimum specify that: (a) the End User Terms are solely between you and the End User, not Procore, and that you are solely responsible for the Applications and any content included therein, (b) you, not Procore, are solely responsible for providing any delivery, implementation, maintenance and support services in connection with the Applications, (c) you, not Procore, are solely responsible for any product warranties, whether express or implied by law, with respect to the Applications and any issues related to privacy, data security, data loss or other related security issues, (d) you, not Procore, are responsible for addressing any claims of the End User relating to the Applications and any content included therein, including but not limited to: (i) product liability claims, (ii) any claim that the Applications or any content included therein fails to comply with any applicable law, and (iii) claims arising under consumer protection or similar legislation, and (e) you, not Procore, will be solely responsible and indemnify the End User for any claims that the Applications or any content included therein infringes a third party's intellectual property rights.

You acknowledge and agree that Procore is a third-party beneficiary of any End Users Terms and that, upon the End User's acceptance of the End User Terms, Procore will have the right (and will be deemed to have accepted the right) to enforce the End User Terms against the End User as a third-party beneficiary thereof).

Procore does not and will not have any responsibility or liability related to compliance or non-compliance by you or any End User under the End User Terms or End User Privacy Policy.

## **End User Privacy Policy**

You must provide a clear, understandable and accurate End User Privacy Policy that: (a) processing of End User Data via the Application is between you (and not Procore) and the End User based on the End User's instructions to you; and (b) notifies End Users that you (and not Procore) are responsible for the privacy, security, and integrity of any End User Data processed by you or your Application. Your End User Privacy Policy must provide clear and complete information to End Users on your access, collection, and processing of End User Data, who you share End User Data with, which country or countries the End User Data will be processed in, details of any other disclosures required by law such as data subject rights, and the mechanisms for exercising data subject rights as applicable. You must comply with your End User Privacy Policy, and promptly notify end users and Procore of any material changes to it.

## **Security**

You must use industry-standard security measures appropriate for all End User Data and your processing activities, adequate to preserve End User Data's confidentiality and security and comply with all applicable laws. You will comply with any security, coding practices, authentication or encryption requirements for Applications in the Developer Documentation. You will remediate all security vulnerabilities identified by Procore within the timeframes described in the Developer Documentation.

# Security Incidents.

Upon discovery or notice of any Security Incident or of any breaches of your user agreement or privacy policy that impact or may impact customers or users of the Service, unless prohibited by law, you will promptly (within 24 hours) notify Procore via security@procore.com. The notice will provide Procore information about the Security Incident and how it may affect the Service, Developer Offerings, End Users and End User Data. You will provide further information and assistance on the Security Incident as requested by Procore. Without limiting your other obligations, if there is a Security Incident, you will be solely responsible, at your own expense, for the investigation, remediation and your own notifications to affected end users and regulatory authorities in accordance with laws and industry standards. You must obtain Procore's approval for any breach notifications to End Users that refer directly or indirectly to Procore. You must ensure that you have an updated contact name and contact information in your Developer Account for

Security Incidents. Without limiting any other reserved rights of termination or suspension, Procore may immediately suspend use of or access of your Application to the Service and/or the Developer Offerings without prior notice as a result of any Security Incident.

#### **Ownership and Proprietary Rights**

### **Reservation of Rights**

You retain your ownership rights in your Application. Procore owns and will continue to own the Developer Offerings, the Developer Documentation and the Service, including all related intellectual property rights therein. Procore retains all rights not expressly granted by this Agreement.

#### **Feedback**

If you send us any feedback or suggestions regarding the Developer Offerings, Developer Documentation, or any Service, you grant Procure an unlimited, irrevocable, perpetual, sublicensable, transferable, royalty-free license to use any such feedback or suggestions for any purpose without any compensation or attribution to you. Procore, in its sole discretion, may choose whether or not to implement the suggestions.

## **Usage Data**

Procore may collect information regarding use of the Developer Offerings, Applications, Services and related sites (excluding any personally identifiable information). Please review Procore's **Privacy Notice** for more information on how we collect and use data relating to the use and performance of our websites and products.

#### **Termination**

You may terminate the Agreement by discontinuing use of the Developer Offerings or by providing a termination notice to Procore. Procore may terminate the Agreement at any time with or without cause, and without notice to you. Upon Agreement termination, all rights and licenses granted to you will terminate immediately. Upon termination of the Agreement, you will promptly destroy copies of any documentation and any other Procore information in your possession or control that was received under the Agreement. Unless otherwise specified by Procore, all End User licenses and subscriptions to Applications (including any related support or maintenance periods) will survive termination or expiration of the Agreement per the End User Terms.

#### Representations; Disclaimer of Warranties

You represent and warrant that you have validly entered into the Agreement and have the legal power to do so.

EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, THE DEVELOPER OFFERINGS, SERVICE, DEVELOPER DOCUMENTATION AND ALL RELATED COMPONENTS AND INFORMATION ARE PROVIDED BY US ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND. PROCORE EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. YOU ACKNOWLEDGE THAT WE DO NOT REPRESENT OR WARRANT THAT THE SERVICE OR DEVELOPER OFFERINGS WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WHILE PROCORE ATTEMPTS TO MAKE YOUR USE OF OUR DEVELOPER OFFERINGS AND ANY CONTENT THEREIN SAFE, WE CANNOT AND DO NOT REPRESENT OR WARRANT THAT OUR SERVICE OR DEVELOPER OFFERINGS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, CONTENT OR MATERIALS. YOU ASSUME THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE DEVELOPER OFFERINGS AND SERVICE. ALL DISCLAIMERS OF ANY KIND (INCLUDING IN THIS SECTION AND ELSEWHERE IN THE AGREEMENT) ARE MADE FOR THE BENEFIT OF BOTH PROCORE AND PROCORE'S RESPECTIVE AFFILIATES, SHAREHOLDERS, AGENTS, REPRESENTATIVES, LICENSORS, SUPPLIERS AND SERVICE PROVIDERS AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS.

# **Limitation of Liability**

IN NO EVENT WILL PROCORE, ITS AFFILIATES, AND THEIR RESPECTIVE EMPLOYEES AND AGENTS ("PROCORE GROUP") HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFITS OR REVENUES OR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE SERVICE OR DEVELOPER

OFFERINGS HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT YOU OR THE THIRD PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT WILL PROCORE GROUP'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE SERVICE OR DEVELOPER OFFERINGS (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) EXCEED US\$100.

The limitations under this section apply with respect to all legal theories, whether in contract, tort or otherwise, and to the extent permitted by law.

#### Indemnification of Procore

You will indemnify, defend (at Procore's request) and hold Procore Group and their respective employees, agents, subprocessors, contractors, customers, end users and licensees (the "Procore Parties") harmless from and against any claims, losses, costs, expenses (including reasonable attorneys' fees), damages or liabilities based on or arising from: (a) your actual or alleged misuse or your End User's actual or alleged misuse of the Service or Developer Offerings, (b) your Developer Data, Application(s) and any content or data included therein or processed thereby, (c) your relationships or interactions with any End Users or third party; (d) you or your authorized user's breach or alleged breach of the Agreement; (e) any Security Incidents related to your Applications, infrastructure or third party services supporting your Applications or infrastructure; (f) your or your End User's violation of your End User Terms or End User Privacy Policy, (g) your actual or alleged infringement of any third party's intellectual property rights or rights to privacy or publicity, or (h) your actual or alleged violation of any law or regulation. Procore reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us and you agree to cooperate with our defense of these claims. You may not settle a claim without Procore's prior written consent (not to be unreasonably withheld).

#### Release

To the fullest extent permitted by applicable law, you release Procore, the Procore Group, and the other Procore Parties from responsibility, liability, claims, demands and/or damages (actual and consequential) of every kind and nature, known and unknown (including claims of negligence), arising out of or related to disputes between you and your End Users and the acts or omissions of third parties.

## **Procore Confidential Information**

You may gain access to Procore's confidential or proprietary information. Procore's confidential or proprietary information includes all information in tangible or intangible form labeled "confidential" (or with a similar legend) or information that would reasonably be understood to be confidential by its nature ("Confidential Information"). The Developer Offerings and any nonpublic Developer Documentation, APIs, technology, technical information, product plans, and related communications from Procore are Confidential Information. You may use Confidential Information only as necessary in exercising your rights under this Agreement. You agree to protect Confidential Information from unauthorized use, access, or disclosure and to not disclose Confidential Information to a third party without Procore's prior express written consent, except when compelled to do so by law, but before doing so, you will, if permitted by law: (a) promptly notify Procore in writing, (b) reasonably cooperate with Procore (at Procore's sole expense) if Procore chooses to seek a protective order or other remedy to prevent or limit the disclosure of Confidential Information, and (c) not disclose any Confidential Information until Procore has chosen in its sole discretion to waive compliance with this section as to such Confidential Information or has been granted or denied a protective order. If you must disclose Confidential Information after complying with this section, you will only disclose the information legally required.

## Independent Development; Information You Provide Is Not Confidential.

Procore develops its own products and services and works with other parties and developers. Procore or these third parties could in the future develop (or already have developed) products, concepts or ideas similar to yours or your Applications. Subject to Procore's obligations under this Agreement and the terms of any mutually agreed non-disclosure agreement, nothing limits Procore or such third parties from doing so, and Procore has no confidentiality obligations for information you submit in connection with the Agreement.

#### General

#### **Force Maieure**

Neither party will be liable by reason of any failure or delay in the performance of its obligations on account of events beyond the reasonable control of a party, which may include denial-of-service attacks, a failure by a third party hosting provider or utility provider, strikes, shortages, riots, fires, acts of God, war, terrorism, and government action.

#### Survival

The sections titled "Ownership and Proprietary Rights," "Termination," "Representations; Disclaimer of Warranties," "Limitation of Liability," "Indemnification of Procore," "Release," "Procore Confidential Information," the provisions under the general heading "General," and those sections intended to survive by their nature will survive any termination of the Agreement.

#### **Relationship of the Parties**

The parties are independent contractors. The Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. There are no third party beneficiaries to the Agreement.

#### **Notices**

Notices must be in writing and will be deemed given when delivered. Procore may provide notice to the email or physical address you provide or through Procore's developer website. Your notices to Procore must be given 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.

#### **Export Controls**

Applications may be subject to U.S. export and re-export control laws and regulations or similar laws applicable in other jurisdictions, including the Export Administration Regulations ("EAR") maintained by the U.S. Department of Commerce, trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control ("OFAC"), and the International Traffic in Arms Regulations ("ITAR") maintained by the Department of State. You warrant that: (a) you are not located in any country to which the United States has embargoed goods or has otherwise applied any economic sanctions; (b) you are not a denied party as specified in any applicable export or re-export laws or regulations or similar laws applicable in other jurisdictions, and (3) you will not use the Developer Offerings, Service and/or Applications in connection with technical data that is controlled under ITAR, any of its foreign counterparts, or any national security laws or regulations.

You agree to comply with all applicable export and re-export control laws and regulations, including the EAR, trade and economic sanctions maintained by OFAC, and ITAR. Specifically, you agree that you shall not, directly or indirectly, sell, export, re-export, transfer, divert, or otherwise dispose of any Applications, to any destination, entity, or person prohibited by any applicable laws or regulations of the United States or any other jurisdiction without obtaining prior authorization from the competent government authorities as required by those laws and regulations.

#### **Modifications to the Agreement**

Procore may modify the Agreement from time to time, including any referenced Supplemental Terms, policies, terms or their URLs. Procore will use reasonable efforts to notify you of modifications. You may be required to click through the modified Agreement to show your acceptance. Your continued use of the Developer Offerings after the modification constitutes your acceptance to the modifications. If you do not agree to the modified Agreement, your sole remedy is to terminate your use of the Developer Offerings.

#### Waiver

No failure or delay by either party in exercising any right under the Agreement will constitute a waiver of that right. No waiver under the Agreement will be effective unless made in writing and signed by an authorized representative of the party being deemed to have granted the waiver.

# Severability

The Agreement will be enforced to the fullest extent permitted under applicable law. If any provision of the Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of the Agreement will remain in effect.

## **Assignment**

You may not assign or delegate any of your rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of Procore (not to be unreasonably withheld). Any purported assignment in violation of this section is void. Procore may freely assign this agreement without restriction and without obtaining your consent. Subject to the foregoing, the Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

## **Governing Law and Venue**

The Agreement, and any disputes arising out of or related hereto, will be governed exclusively by the laws of the State of California, without regard to conflicts of laws rules or the United Nations Convention on the International Sale of Goods. The courts located in Los Angeles County, California will have exclusive jurisdiction to adjudicate any dispute arising out of or relating to the Agreement or its formation, interpretation or enforcement. Each party consents and submits to the exclusive jurisdiction of such courts. Nothing in the Agreement will prevent Procore from seeking injunctive relief for a violation of intellectual property rights, any Security Incident or security issue, confidentiality obligations or enforcement or recognition of any award or order in any appropriate jurisdiction. Each party waives any right to jury trial in connection with any action or litigation in any way arising out of or related to the Agreement. In any action or proceeding to enforce rights under the Agreement, the prevailing party will be entitled to recover its reasonable costs and attorney's fees.

## **Marketplace Listing**

If you had a listing on the Procore Marketplace prior to the effective date of this Agreement, your use of the Marketplace and listing will be governed by Section 5 of the API License and Application Developer Agreement, until otherwise notified by Procore.

#### **Entire Agreement**

The Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. If any conflict or inconsistency exists between the provisions in this Agreement and any other documents or pages referenced in this Agreement, the following order of precedence will apply: (a) the Agreement, (b) Developer Documentation, and (c) any other documents or pages referenced or linked in the Agreement.