

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.
- l. 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.

10. Indemnification

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.