



**Bentonville Utility Board
Meeting Agenda
January 20, 2026
11:30 AM
Bentonville City Hall**

Call to Order

Pledge of Allegiance

Attendance

Approval of Minutes: December 2, 2025

I. New Business

1. **Resolution to Award IFB-25-84 for Water Main Repair Materials** **Resolution**

Resolution awarding Bid IFB-25-84 to NW Arkansas Winwater and Consolidated Pipe in a total amount of \$89,196.00 for Water Main Repair Materials. No budget adjustment is needed.
2. **Ordinance for a Waiver of Bid to Purchase a Skid Steer from Stribling Equipment, LLC** **Ordinance***

An ordinance & waiver of bid to purchase a skid steer & associated attachments from Stribling Equipment, LLC through participation in the Sourcewell Cooperative (Co-Op) contract 011723-JDC for \$132,064.15 plus taxes. Use of a Co-op is allowed pursuant to Arkansas State Statute 19-11-249; Purchasing performed an evaluation of 011723-JDC, determining that the solicitation was in line with both Arkansas State Statute & the City's Purchasing Policy. No budget adjustment is needed.
3. **Bentonville Water Utilities Overarching Capital Improvement Plan (CIP) Presentation** **Informational**

The Bentonville Water Utilities Overarching Capital Improvement Plan (CIP) will provide a long-term growth and replacement plan with associated costs for all utility infrastructure and assets. Development of the Overarching CIP is funded by a 2024 Wastewater Improvement Grant. No additional budget action is required at this time.
4. **Resolution to Enter into Agreement with Procore for Project Management Software** **Resolution**

Resolution authorizing the Mayor and City Clerk to enter into an agreement with Procore for Capital Improvement Project Management Software as a result of their submission to the City's Request for Proposal (RFP)-25-65. This will be a three year contract totaling \$511,218.80 which includes a one time implementation fee of \$49,250.00. This agreement provides the use of the software with a total construction value of \$300 million to be used over the three year contract. No budget adjustment is needed.



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:		Submitted By:	
Phone:		For Department(s):	
Email:			

Item Type (Check all that apply)

<input type="checkbox"/> Informational	<input type="checkbox"/> Bid Award	<input type="checkbox"/> Enter into an Agreement	<input type="checkbox"/> Change Order
<input type="checkbox"/> Recognizing Funds	<input type="checkbox"/> Budget Adjustment	<input type="checkbox"/> Waiver of Bid	<input type="checkbox"/> Emergency Clause
Ordinance	Resolution	Informational	

Title, Recommendation & Justification

Title:	
Action Recommendation & Justification:	
Additional Comments for Consideration (Optional):	

Amount for Approval:	\$
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Budget Impact

Is this Item Budgeted? YES NO ITEM HAS NO COST OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
		\$	\$
		\$	\$
		\$	\$

Fund(s) Impacted

(check all that apply)

General Fund **Utility Fund** **Street Fund** **Other(s):** _____

Budget Impact Notes for Consideration (Optional):

ITEM	QNTY	UNIT	PART NO.	DESCRIPTION	NW Arkansas Winwater	Win Lead times	Consolidated Pipe	CP Lead times	Core and Main	C/M lead times	Ferguson	Ferg Lead times
1	20	FT	4614	48" Ductile Iron CL350 Gauged pipe, full 20' joint within 2' of the bell shall have an O.D. of 50.8"	\$871.00	stock	\$930.34	5-7 weeks	\$1,423.56	12-14 weeks	\$1,238.50	12-14 weeks
2	4	EA	4615	48" MJ BOLT PACK MJ GASKET/BOLT AND NUTS bolt length needs to accommodate a C110 full Body fitting, 8.5" from bottom of t-head to end of threads.	\$850.00	9-10 weeks	\$470.00	4-6 weeks	\$373.40	15-18 weeks	\$375.50	12-14 weeks
3	4	EA	4616	48" DUCTILE MEGALUGS 1148DEC RESTRAINTS	\$1,950.00	10-12 weeks	\$3,135.00	8-10 weeks	\$3,642.32	4-6 weeks	\$4,275.00	12-14 weeks
4	1	EA	4617	48" L301 BELL ADAPTER X MJS DIAPERS/GASKETS INCLUDED	\$10,450.00	7-8 weeks	\$9,800.00	7-8 weeks	\$11,384.32	4 weeks	\$12,691.00	12-14 weeks
5	1	EA	4618	48" L301 SPIGOT X MJS DIAPERS/GASKETS INCLUDED	\$11,000.00	7-8 weeks	\$9,800.00	7-8 weeks	\$11,284.95	4 weeks	\$12,691.00	12-14 weeks
6	2	EA	4619	48" Long sleeve epoxy coated fitting C110 full body with an ID of 50.97" accommodating 48" pipe OD 50.8"	\$21,248.00	4-6 weeks	\$25,816.00	8-10 weeks	\$29,756.23	20-23 weeks	\$31,990.00	12-14 weeks



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<input type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Informational	

Title, Recommendation & Justification

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		Expense	Revenue
		\$	\$
		Expense	Revenue
		\$	\$
		Expense	Revenue

Fund(s) Impacted

(check all that apply)

General Fund **Utility Fund** **Street Fund** **Other(s):** _____

Budget Impact Notes for Consideration (Optional):

CUSTOMER'S ORDER

STRIBLING EQUIPMENT, LLC ("SE")

Jackson MS 601-939-1000 Gulfport MS 228-864-9282
 Natchez MS 601-442-3613 Brookhaven MS 601-835-4400
 Greenwood MS 662-453-7556 Philadelphia MS 601-656-1997
 Meridian MS 601-482-5575 Tupelo MS 662-844-3212
 Columbus MS 662-328-0820 Memphis TN 901-345-5294
 Hattiesburg MS 601-268-2103 Jackson TN 731-422-2542



HOME OFFICE
 POST OFFICE BOX 6038
 HIGHWAY 49 SOUTH
 JACKSON, MISSISSIPPI 39288-6038

Little Rock AR 501-455-2540
 Monticello AR 870-367-3496
 Camden AR 870-574-0290
 Texarkana AR 870-772-9321
 Fort Smith AR 479-646-8381
 Springdale AR 479-756-9779
 Arkadelphia AR 870-246-8678

DATE WRITTEN: 12-16 2025 SHIP ON OR ABOUT Jan 26 20 to City of Bentenville
Electric Department, UCC Address 1000 SW 14th St
 City Bentenville County Benton State AR
 Delivery Point: Same as UCC Address Instructions: TBP Via: SE's Truck Buyer's Truck
 Other _____

Qty	Model-Description	Ref. or Serial #	Price
1	John Deere 333P Compact Tractor Loader		\$104,951.58
1	John Deere RS72 Rotary Cutter		\$15,654.69
	Taxes 6.5% STATE 1% county 2% city		\$11,457.88
	Cash Deal	TOTAL	\$132,064.15

For which the undersigned agrees to pay FOB _____ U.S.A.
 Dollars (\$ _____)
 Plus Sales Tax ABOVE or Tax No. _____

WARRANTY EXTENDED BY MANUFACTURER

New John Deere Machine USED Machine - NO WARRANTY, EXPRESSED OR IMPLIED, "AS IS, WHERE IS"
 Used Machine Warranty _____ Days Other _____

THIS ORDER IS MADE SUBJECT TO THE TERMS AND CONDITIONS HEREBY PRINTED BELOW AND ON THE REVERSE SIDE OF THIS SHEET. ALL OTHER WARRANTIES OF ANY NATURE WHATSOEVER, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED AND EXCLUDED.

INSURANCE: Accept Reject

NOTICE TO THE CUSTOMER: Do not sign this contract before you read it or if it contains blank spaces. You are entitled to a copy of the contract you sign. Customer acknowledges that he was quoted a cash sale price and a time sale price and has elected to make the purchase on a cash or time basis as shown above.

Submitted For Acceptance Stephen Lynn Date 12-16 Customer City of Bentenville Electric Department
 Salesman
 ACCEPTED - STRIBLING EQUIPMENT, LLC, SELLER By Alanzo Crow Title (Phone Order) S.C
 JACKSON, MISSISSIPPI Mailing Address 1000 SW 14th St
 Date _____
 Manager Bentenville AR

GENERAL TERMS AND CONDITIONS OF CUSTOMER'S ORDER

The conditions and terms stated below, together with the agreement set forth on the reverse side hereof, and the simultaneously executed warranty agreement between the parties named therein.

- SE reserves the right to accept or reject this order and shall not be required to give any reason for non-acceptance.
- This order when accepted shall become a binding contract between the parties, but shall be subject to strike, lockouts, accidents, fire, delays in manufacture, transportation or delivery of material, acts of God, action of the Government, and other causes beyond control of SE and any of such causes, whether or not similar to any of the causes specifically enumerated, shall absolutely absolve SE from any liability to the Customer under the terms hereof.



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Title, Recommendation & Justification

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Action Recommendation & Justification:	
Additional Comments for Consideration (Optional):	

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Budget Impact Notes for Consideration (Optional):



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(check all that apply)

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Budget Impact Notes for Consideration (Optional):

Offer summary

Offer ID offer-6jffffnqlj7glg
Offer name City of Bentonville AWS MP
Offer type Private offer
Offer extended Jan 8, 2026
Offer expires Feb 1, 2026
Offer availability Available for purchase
Buyer AWS ID 855035880528
Product ID prod-viizglm53yly4
Product name Procure
Deployed on AWS Yes

Contract details

Start date Feb 2, 2026
End date Feb 1, 2029

Pricing details

Payment schedule

Invoice date	Amount (USD)	Purchase order number	
Feb 2, 2026	\$203,239.60	-	-
Feb 2, 2027	\$153,989.60	-	-
Feb 2, 2028	\$153,989.60	-	-

Entitlements

Dimension	Description	Quantity
Procure Construction Management System	Contact for custom quote. \$1 price does not reflect actual pricing.	1

Purchase details

Offer ID offer-6jffffnqlj7glg
Offered by Procure
Contract duration
Number of dimensions selected 1
Amount due today \$0.00
Estimated tax \$0.00
Due today with estimated tax \$0.00
Contract total \$511,218.80

Estimated tax \$0.00

Contract total with estimated tax \$511,218.80

Offer currency US dollar | USD (\$)

Purchase order numbers -

Estimated tax rate 0.00%

Tax type US sales tax

Invoice issued by Amazon Web Services, Inc.

Tax disclaimer Both the estimated tax amount and invoicing entity are subject to change. Refer to your invoice for final tax and billing details.

Terms and conditions

By subscribing to this software, you agree to the pricing terms and the seller's End User License Agreement (EULA). You also agree and acknowledge that AWS may, on your behalf, share information about this transaction (including your payment terms) with the respective seller, reseller or underlying provider, as applicable, in accordance with the [AWS Privacy Notice](#). AWS will issue invoices and collect payments from you on behalf of the seller through your AWS account. Your use of AWS services is subject to the [AWS Customer Agreement](#) or other agreement with AWS governing your use of such services. If you are receiving a private offer from a channel partner, you may click [here](#) (for CPPO transaction) or [here](#) (for SPPO transaction) for more information on the channel partner.



6309 Carpinteria Avenue
Carpinteria, CA 93013
(866) 477-6267

PROPOSED BY:
Joe O'Neill
joseph.oneill@procore.com

Order Form	
Customer Name	City of Bentonville
Quote Number	Q-204585
Generated By	Joe O'Neill

Subscription Info	
Subscription Type	Quote
Start Date	February 2, 2026
End Date	February 1, 2029
Full Subscription Term	36
Billing Frequency	Annual
Payment Terms	Net 30
Auto Renewal	No
PO #	
Tax Exempt	Pending Verification
VAT ID	
Currency	USD
Offer Valid Through	February 1, 2026

BILL TO: Beau Thompson bwucapital@bentonvillear.com 479-271-3140 City of Bentonville 1000 SW 14th St, Bentonville, AR 72712, United States
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SHIP TO: Beau Thompson bwucapital@bentonvillear.com 479-271-3140 City of Bentonville 1000 SW 14th St, BENTONVILLE, AR 72712, United States
--

Year 1 Subscription				
Product Name	Unit of Measure	Qty	Subscription Term	Annual Fees
Project Financials Tools: Budget, Change Events, Change Orders, Commitments, Direct Costs, Maps, Prime Contract, Project Status Snapshots	ACV(MM)	100	February 2, 2026 - February 1, 2027	\$28,364.61
Invoice Management Tools: Invoicing, Maps	ACV(MM)	100	February 2, 2026 - February 1, 2027	\$15,480.06
Estimating Tools: Bid Board, Cost Catalog, Drawings, Estimating, Maps	ACV(MM)	100	February 2, 2026 - February 1, 2027	\$14,627.34
Procore Analytics (2.0) Tools: Cost Management, Maps, Procore Analytics, Project Execution, Resource Management	ACV(MM)	100	February 2, 2026 - February 1, 2027	\$15,830.08
Quality & Safety Tools: Action Plans, Daily Log, Forms, Incidents, Inspections, Maps, Observations, Photos, Schedule	ACV(MM)	100	February 2, 2026 - February 1, 2027	\$22,174.07
Project Management Pro Tools: Copilot, Correspondence, Daily Log, Drawings, Emails, Equipment Register, Maps, Meetings, Photos, Punch List, RFI, Schedule, Specifications, Submittals, Timecard, Transmittals	ACV(MM)	100	February 2, 2026 - February 1, 2027	\$57,513.44
Subtotal				\$153,989.60

Year 2 Subscription				
Product Name	Unit of Measure	Qty	Subscription Term	Annual Fees
Project Financials Tools: Budget, Change Events, Change Orders, Commitments, Direct Costs, Maps, Prime Contract, Project Status Snapshots	ACV(MM)	100	February 2, 2027 - February 1, 2028	\$28,364.61
Invoice Management Tools: Invoicing, Maps	ACV(MM)	100	February 2, 2027 - February 1, 2028	\$15,480.06
Estimating Tools: Bid Board, Cost Catalog, Drawings, Estimating, Maps	ACV(MM)	100	February 2, 2027 - February 1, 2028	\$14,627.34
Procore Analytics (2.0) Tools: Cost Management, Maps, Procore Analytics, Project Execution, Resource Management	ACV(MM)	100	February 2, 2027 - February 1, 2028	\$15,830.08
Quality & Safety Tools: Action Plans, Daily Log, Forms, Incidents, Inspections, Maps, Observations, Photos, Schedule	ACV(MM)	100	February 2, 2027 - February 1, 2028	\$22,174.07
Project Management Pro Tools: Copilot, Correspondence, Daily Log, Drawings, Emails, Equipment Register, Maps, Meetings, Photos, Punch List, RFI, Schedule, Specifications, Submittals, Timecard, Transmittals	ACV(MM)	100	February 2, 2027 - February 1, 2028	\$57,513.44
Subtotal				\$153,989.60

Year 3 Subscription				
Product Name	Unit of Measure	Qty	Subscription Term	Annual Fees
Project Financials Tools: Budget, Change Events, Change Orders, Commitments, Direct Costs, Maps, Prime Contract, Project Status Snapshots	ACV(MM)	100	February 2, 2028 - February 1, 2029	\$28,364.61
Invoice Management Tools: Invoicing, Maps	ACV(MM)	100	February 2, 2028 - February 1, 2029	\$15,480.06
Estimating Tools: Bid Board, Cost Catalog, Drawings, Estimating, Maps	ACV(MM)	100	February 2, 2028 - February 1, 2029	\$14,627.34
Procore Analytics (2.0) Tools: Cost Management, Maps, Procore Analytics, Project Execution, Resource Management	ACV(MM)	100	February 2, 2028 - February 1, 2029	\$15,830.08
Quality & Safety Tools: Action Plans, Daily Log, Forms, Incidents, Inspections, Maps, Observations, Photos, Schedule	ACV(MM)	100	February 2, 2028 - February 1, 2029	\$22,174.07
Project Management Pro Tools: Copilot, Correspondence, Daily Log, Drawings, Emails, Equipment Register, Maps, Meetings, Photos, Punch List, RFI, Schedule, Specifications, Submittals, Timecard, Transmittals	ACV(MM)	100	February 2, 2028 - February 1, 2029	\$57,513.44
Subtotal				\$153,989.60

One Time Fees			
Product Name	Unit of Measure	Qty	Fees
Statement of Work - Professional Services Description: Requires custom SOW.	Each	1	\$49,250.00
Subtotal			\$49,250.00

Total Fees	
One Time Fees:	\$49,250.00
Subscription Fees:	\$461,968.80
Total Fees:	\$511,218.80

TERMS AND CONDITIONS

The prices shown above have been rounded to two decimal places for display purposes. Prices quoted do not include taxes. One-time promotional pricing, when applicable on the Order, will expire at the end of the Subscription Term.

The following are the Usage Metrics for the Services in accordance with the Unit of Measure listed in the Product Table above. If Customer's usage exceeds the quantity listed within the Product Table above, then Customer will be subject to additional Fees:

Annual Construction Volume ("ACV") means the aggregate dollar value of the construction work performed or put in place for all distinct projects for which Customer utilizes the Subscription Services identified with Customer's Procore account(s) during each 12-month period identified on this Order.

In addition to the tools listed above, all Procore clients have access to the following core tools: directory, documents, reports, and task, except for those clients who have purchased only Capital Planning and/or Portfolio Financials.

This Order Form is incorporated by reference into the AWS Private Offer to which it is attached. Acceptance of the AWS Private Offer also constitutes acceptance of the terms and conditions of this Order Form. The parties agree the terms and conditions of this Order Form are enforceable regardless of whether signatures have been provided on the Order Form itself.

Notwithstanding the foregoing, unless Procore and Customer have entered into a separate written agreement for the use of the Services, including one for the processing of Customer Data, which are attached to this Order Form, this Order Form is governed by the terms of the Procore Subscription and Services Agreement (For U.S. Public Sector Government Customers Only)(hereinafter, the "SSA"), and Data Processing Addendum ("DPA") found at <https://www.procore.com/legal/dpa>. To the extent this Order includes products governed by any service-specific terms found at <https://procore.com/legal/pay-solution-terms> ("Service-Specific Terms"), such Service-Specific Terms also apply.

This Order Form, the SSA, DPA, and Service Terms (if applicable) constitute the entire agreement between Procore and Customer, superseding any other terms including, but not limited to, the terms of any Customer purchase order and any prior agreements between the Parties regarding Customer's purchase of services from Procore.

Each Party represents that it has the authority to enter into this Order.

To view details of services purchased, please visit this [page](#).

Customer will have the Full Subscription Term to consume the total construction volume purchased, regardless of Annual Construction Volume, so long as the total construction volume cap is not exceeded.

Customer may increase the Annual Construction Volume for the Product(s) specified on this Order during the Full Subscription Term in blocks of \$5.00 million at a rate of 0% above the then-current basis points rate (Annual Fees / Annual Construction Volume) specified in this Order. Customer must provide written notice to Procore and execute a Procore Order purchasing such additional Annual Construction Volume no later than two (2) months prior to the Subscription End Date. This pricing does not apply to Overages.

Fees and Billing for Professional Services will be set forth in the applicable Statement of Work.

PROCORE

STATEMENT OF WORK



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DOCUMENT INFORMATION:

Date: August 19, 2025

Procore Technologies, Inc., (Procore) a Delaware corporation, having its principal place of business at 6309 Carpinteria Avenue Carpinteria, CA 93013, is pleased to present this Statement of Work (“SOW”) for Procore Customer:

City of Bentonville (Customer) having its address at 305 SW A Street, Bentonville, AR 72712

PROJECT OVERVIEW

Objective

Procore Professional Services will provide advice and support to Customer as they implement the Procore cloud-based SaaS construction management system. Procore Professional Services will meet regularly with Customer to consult and advise on design, configuration, and deployment of the system. Procore will also support on-demand consulting assistance upon customer request as described below.

SCOPE OF WORK

Services to be Provided

1. Project Management Services
 - a. Coordinate, plan, and manage the execution of all services contained within this SOW
 - b. Monitor SOW services usage and manage changes to scope related to available hours and jointly (Customer/Procore) defined scheduled milestones
 - c. Provide recurring project status updates
 - d. Monitor the health of the project
 - e. Identify and communicate project risk
 - f. Manage implementation success criteria

2. Consulting Services
 - a. Conduct stakeholder workshop(s) to confirm Customer’s business outcomes, processes, and strategy
 - b. Advise on recommended Procore processes per Customer’s goals, products, and requirements
 - c. Provide guidance on best practices, configuration settings, and permissions based on Customer’s desired business processes and outcomes
 - d. Lead Q&A with Customer’s Procore Committee (defined below) or individual project teams
 - e. Coordinate, plan, and research in support process or project requirements
 - f. Review and Advise on initial SOPs. Initial SOPs will include the following:
 - i. Identification of stakeholders
 - ii. Proposed workflows
 - g. Analyze Customer usage of the Procore system to influence and/or refine SOP creation
 - h. The fifteen (15) hours are a fixed allocation for the SOP Review and Advise services. The Customer understands and agrees that this time may not be sufficient to complete all of the

specified deliverables. Additional hours required to complete the specified deliverables or to address new requests can be purchased via a separate, agreed-upon contract. This engagement concludes once the fifteen (15) hour allocation has been utilized, regardless of project completion status.

3. Virtual Training Services

- a. Customize agendas based on Customer's desired training format, audience, process, and tool priorities
- b. Lead virtual end-user training sessions on Customer's Procore configuration, business process(es), and standard operating procedures
- c. Conduct interactive training sessions for each Customer user group
- d. Demonstrate how to execute processes within the Procore system, such as:
 - i. Assign a Punch List Item
 - ii. Submit a Daily Report
 - iii. Create a Change Order
 - iv. Approve an Invoice
- e. Address user questions and clarify system navigation challenges
- f. Identify and address user concerns or confusion during sessions
- g. Collect participant feedback on training effectiveness through end-user surveys and/or informal discussions

4. Analytics Services

- a. Load the source database model to support the reporting and analytics needs of the Customer
- b. Conduct up to one (1) train-the-trainer session regarding Analytics 2.0 functionality
- c. Review turn-key report creation
- d. Configure and/or customize Power BI reports leveraging Procore data
- e. Report on user-access best practices
- f. Aid in the planning of future or additional custom reporting modules
- g. Conduct deep dives into Procore Analytics

Procore Tool(s) within Scope

Although Customer will have access to all products noted in the Order Form, only the below tools are considered within scope for the implementation:

- Project Management Pro
- Quality & Safety
- Estimating
- Invoice Management
- Project Financials
- Analytics 2.0

Implementation Methodology

Implementation will be structured in distinct phases, organized by tool groupings. Each phase encompasses the relevant activities/initiatives necessary for the deployment of the respective product line. Initiatives are typically two to three weeks in duration and focus on a specific Procore tool and/or Customer process. Initiatives follow a general structure:

1. Current process review
2. Procore tool functionality review and alignment which includes:
 - a. Tool configuration, including but not limited to review of custom field and/or fieldset generation, template configuration, and data population
 - b. Permission review to ensure internal and external stakeholders are able to access relevant project and project tools based on desired SOPs
 - c. Standard Operating Procedure (SOP) development informed by key decisions made by Customer's Procore Committee during tool consultation sessions
3. Out-of-the-box Integration identification (if necessary)
4. Procore Committee acceptance testing of new Standard Operating Procedures within Procore project tools
5. Configuration finalization
6. Go-Live of configured tool(s) on pilot projects
7. Grooming sessions to address near future business outcomes that will be prioritized within the next initiative and/or phase

Once key initiatives are conducted for all Procore tools within scope, the project will proceed to the rollout and optimization phases.

Exclusions

The following are considered out of scope for this SOW, unless explicitly stated:

1. Integration with third-party applications, tools, or systems not specifically outlined
2. Data Migration including data cleaning and data mapping
3. Onsite implementation, support, training, and/or consultation
4. Change management activities, including organization transition
5. Any project documentation not listed under Included Project Documentation
6. User Acceptance Testing
7. System administration
8. System configuration
9. SOP Creation and Documentation
10. Integrations
11. Custom Solutions
12. Data Migration Services
13. Training Center Services

Assumptions

1. The Customer will be responsible for loading all data into the Procore system via the Procore user interface or Procore Imports tool
2. All Services will be delivered in English
3. Procore may use and document software workarounds such as manual approval, unique and specific software interfaces, or other mutually agreed upon workarounds. For the avoidance of doubt, Procore maintains the right to reuse any Integration-related processes and logic for future integration services delivered to other Procore customers.
4. In order to best support customers, Remote Administration Services are delivered by Procore using resources located throughout the world. Customer acknowledges and agrees that Procore may transfer and process Customer Data to and in the United States and anywhere else in the world where Procore, its affiliates, or its subprocessors maintain data processing operations.

Included Project Documentation

The following are considered in scope for this SOW:

1. Implementation Project Plan
2. Project Schedule
3. Risks, Actions, Issues, and Decisions (RAID) Log
4. Project Progress Dashboard
5. Rollout Planning Guide
6. Virtual End User Training Agenda and Recording

PROJECT FEES

Service	Hourly Rate (USD)	Hours	Fee in USD
Project Management	\$200.00	80	\$16,000
Consulting	\$275.00	80	\$22,000
Virtual Training	\$275.00	15	\$4,125
Analytics	\$200.00	15	\$3,000
Standard Operating Procedure Review and Advice	\$275.00	15	\$4,125
TOTAL		205	\$49,250

The above breakdown(s) of cost allocation represents Procore's best estimate of resource effort per service type. This breakdown may be revised by Customer and Procore's mutual agreement should service needs change during the course of the project.

Unless mutually agreed upon in writing, all services within this SOW will be delivered within typical business hours for the designated Procore Project Manager. For purposes of clarity, typical business hours are exclusive of holidays recognized where the assigned Project Manager is located.

Customer's expected project timeline is twelve (12) months from the project alignment call and/or mutually agreed upon project start date (the "Project Start Date"). The Project Start Date shall be no more than thirty (30) days from the Service Start Date. Services shall remain valid between Service Start Date and Service End Date specified in the Order Form, or for twelve (12) months from the Service Start Date, whichever occurs first.

PRICING AND PAYMENT TERMS

Work performed against this statement-of-work (SOW) will be conducted via a fee of **\$49,250 for up to 205 hours** and is due as defined in the order form. All fees are in USD.

LEGAL TERMS AND CONDITIONS

This SOW is also governed by the Procore Subscription and Services Agreement (“Agreement”), as well as the Procore Data Protection Addendum (“DPA”), as executed by Customer. In addition, purchase and use of the Configuration Services described herein are governed by this SOW, Agreement, the DPA, and the Supplemental Terms for Configuration and Data Population Services found at <https://www.procore.com/legal/configuration-services-supplemental-terms>. Customer acknowledges and agrees that Procore may transfer and process data to and in the United States and anywhere else in the world where Procore, its Affiliates, or its Subprocessors maintain data processing operations. Subject to the terms of the DPA, Procore may appoint additional Subprocessors as described in this SOW beyond those Subprocessors designated in the DPA if required to provide the services described herein.

Intellectual Property

Any and all intellectual property and/or technology (“IP”) that is created in connection with this SOW by Procore shall be deemed “Services” as defined in the Agreement and owned solely by Procore. Procore hereby grants Customer the non-exclusive right to use any custom report, and dashboard structures solely for its internal business purposes during the term of the Agreement. Procore hereby grants Customer the non-exclusive right to use any custom forms, tools and workflows solely for its internal business purposes during the term of the Agreement.

APPENDIX A - Roles and Responsibilities

Procore Roles

1. Project Manager (“PM”)
 - a. Oversees the project, coordinates resources, and ensures timely delivery of project deliverables
2. Business Consultants (also referred to as “Strategic Product Consultants” or “SPCs”)
 - a. Provide consultation and training. Responsible for the delivery of Consulting Services, Virtual Training Services, Configuration Services, and SOP Creation Services.
3. Technical Consultants
 - a. Analytics Implementation Specialist(s)
 - i. Set up and connect the Procore Analytics product.
 - ii. Manage the development of customized Analytics reports and/or dashboards

Customer Roles

1. Executive Sponsor
 - a. Attend implementation Planning meetings and Implementation Progress meetings
 - b. Provide internal communication on software selection decision, rollout strategy, and timelines.
 - c. Act as escalation point for outstanding implementation decisions.
2. Implementation Specialist(s)
 - a. Coordinate the implementation schedule with the Procore Project Manager.
 - b. Track progress and completion of implementation and rollout tasks alongside Procore Project Manager.
 - c. Attend all implementation-related meetings and assist in the coordination with the Customer Procore Committee for these meetings.
 - d. Act as the main points of contact for training questions from internal employees and will be responsible for escalating issues to Procore, if needed.
 - e. Participate in standardizing Customer’s Procore operating procedures and maintain any associated documentation.
 - f. Manage ongoing rollout of Procore to Customer projects.

- g. Make appropriate personnel available to assist Procore in the timely performance of its responsibilities.
 - h. Provide access for the approved Procore administrators to engage Customer's Procore account as a "Company Admin" role.
 - i. Provide written instructions to Procore personnel for any Procore Remote Admin Services ("RAS") to be conducted.
 - j. Obtain and provide applicable information, data, consents, or decisions within the Customer's organization in a timely manner as required by Procore to perform the Services.
 - k. Make the accurate data, materials, and resources available in a timely manner for the execution of the Services.
 - l. Limit the access to Customer systems, Customer information contained in such systems, and Customer's service providers to only that which is necessary for performance of the Services, provided that in no event will Procore will incur any liability with respect to its access to such systems, providers, or data.
 - m. Be responsible for providing timely responses to any needed clarifications on the scope of work to be delivered.
 - n. Review and approve all configuration changes and data entered by Procore personnel in Customer's account; in no event will Procore be responsible for approved configuration changes and data entered at the direction of Customer.
3. Power User(s)
- a. Participate in first projects selected for use in Procore.
 - b. Provide feedback and insight into current project operating procedures and future Procore standard operating procedures.
 - c. Function as a Subject Matter Expert ("SME") for their project team(s), region(s), and role.

Customer Requirements and Dependencies

The Customer is an active participant in the implementation for the duration of the process in order to facilitate the delivery of the Services in this SOW. Customer personnel must be available as needed to complete the outlined responsibilities above. If Customer resources are not available as needed, or there are organizational changes, it will negatively impact the delivery of services included in this SOW. The Customer resource time commitment will vary based on the complexity of the requirements and desired timeline.

Timeline noted in this SOW is for Customer's convenience and is subject to change as the project progresses. The project is a joint effort between Procore and Customer, provided by Procore in accordance with the hours set out in the Project Fees section below. The timeline is contingent on Customer's cooperation and commitments as set out in this SOW. Procore does not guarantee that Procore tools will be fit for Customer's particular purpose. Time is not of the essence for any time, date, or period specified in this SOW. All times, dates, or periods set out in this SOW, are estimates only and contingent upon the Customer meeting all of its obligations under this SOW and the Agreement (including but not limited to any payment obligations).

APPENDIX B - Change Orders to the SOW

Any changes to this SOW shall be made by execution of a Change Order. Change(s) to this SOW will not be effective unless such Change Order is executed by Customer.

In the event either party desires to change this SOW, the following procedures shall apply:

1. The party requesting the change will deliver a Change Order to the other party. The Change Order will describe the nature of the change and the effect the change will have on the SOW.

2. A Change Order may be initiated by either Customer or Procore for any changes to this SOW. If both parties agree to implement the Change Order, both parties will sign the Change Order, indicating the acceptance of changes by the parties.

Whenever there is a conflict between the terms and conditions set forth in a fully executed Change Order and those set forth in the original SOW, or previous fully executed Change Orders, the terms and conditions of the most recent fully executed Change Order shall prevail.



PROCORE SUBSCRIPTION AND SERVICES AGREEMENT
(FOR U.S. PUBLIC SECTOR GOVERNMENT CUSTOMERS ONLY)

This Subscription and Services Agreement, including any Orders and SOWs, (“**Agreement**”) is entered into as of the date of the last signature below (“**Effective Date**”) between the applicable Procure contracting entity set forth in Section 11.5 (“**Procure**”) and the customer identified on the Order (“**Customer**”). Procure and Customer may also be referred to herein individually as “**Party**” or together as the “**Parties**.” Capitalized terms used but not otherwise defined herein have the respective meanings designated in Section 12. The Parties hereby agree as follows:

1. PROVISION OF SERVICES

- 1.1. Access to Subscription Services. Subject to Customer’s compliance with this Agreement, Procure shall make the Subscription Services available to Customer during the Subscription Term for Customer’s internal business use (including, for example, to coordinate vendors on Customer’s projects) in accordance with the Usage Metric on the applicable Order.
- 1.2. Evolving Procure Technology. Subject to Section 7.2(b), Procure may issue Updates for the Services during the Subscription Term. Customer agrees, however, that its purchase and use of the Subscription Services are not contingent on any future functionality or features, or dependent on any oral or written statements made by Procure or any of its Affiliates regarding future functionality or features.
- 1.3. Protection of Customer Data. Procure shall maintain the administrative, technical, and physical safeguards set out in Appendix B of the Data Processing Addendum (“**DPA**”). Where Customer’s use of the Services includes the processing of Customer Personal Data, such use will be governed by the DPA. Customer shall only provide to Procure the minimum amount of personal data necessary to enable Customer to use the Services in accordance with this Agreement.
- 1.4. Beta Services. Customer may elect, at its option, to participate in any Beta Service. Customer’s use of any Beta Service is subject to additional restrictions Procure specifies. If Customer participates in a Beta Service, it agrees to test and provide ongoing feedback about the Beta Service. Beta Services are solely for Customer’s evaluation purposes and are subject to the use restrictions in Section 2.2. Unless otherwise stated, Customer’s use of any Beta Service will end on the earlier of the date of such Beta Service’s commercial release or the date Procure discontinues the Beta Service. Procure may change or discontinue Beta Services at any time without notice or liability. Procure may choose not to make Beta Services generally available. No clickwrap or clickthrough terms for Beta Services will modify this Agreement. **Beta Services are not “Services” and are provided “as is.” Any warranties or contractual commitments Procure makes for other Services do not apply to Beta Services. Procure and its Affiliates will have no liability or obligation for any damage or harm arising from or in connection with any Beta Service.**

2. USE OF SERVICES

- 2.1. Customer’s Responsibilities. Only Authorized Users are permitted to access and use the Services. Customer shall be solely responsible for (a) Authorized Users’ compliance with this Agreement, any Order(s) issued hereunder, and any activities that occur as a result of Authorized Users’ access to the Services; (b) the accuracy and quality of Customer Data, the means by which Customer acquired Customer Data, and obtaining appropriate usage rights with respect to Customer Data; (c) maintaining the confidentiality of Customer usernames, passwords, and other account information or access credentials (as applicable); and (d) ensuring Authorized Users use the Services only in accordance with the Documentation. Customer shall follow all requirements under applicable law, which may include providing notice and disclosures to Authorized Users and/or Data Subjects that Customer Personal Data (as defined in the DPA) is subject to Customer’s own privacy policy and other terms regarding the use or handling of Customer Personal Data as required by applicable Data Protection Law. Customer acknowledges that Procure does not assess the type or substance of Customer Data to identify whether it is Customer Personal Data and/or subject to any specific legal requirements. Customer shall notify Procure promptly upon learning of any unauthorized use of or access to the Services.
- 2.2. Restrictions. Customer shall not and shall not permit others to (a) make any Services available to any third party other than Customer or Authorized Users; (b) sell, resell, license, sublicense, distribute, rent, or lease any Services, or include any Services in a service bureau or outsourcing offering; (c) use the Services to store or transmit infringing, tortious, libelous, or otherwise unlawful material that violates the rights of any third party, or Harmful Code; (d) use the Services in a way that seeks to interfere with or disrupt the integrity or performance of the Services or any third-party data contained therein; (e) use, or permit access to, the Services in a way that seeks to circumvent the Usage Metrics; (f) use the Services to exploit any Procure Intellectual Property Rights except as otherwise expressly permitted under this Agreement, an Order, or the Documentation; (g) frame or mirror any part of the Services, except

as permitted by and in accordance with the Documentation; (h) access the Services in order to develop a competitive product or service, to benchmark with a non-Procore product or service, or to otherwise exploit for competitive purposes; (i) reverse engineer, copy, or modify any software included as part of the Services; (j) use the Services to store or transmit harmful, abusive, threatening, obscene, defamatory, bigoted, or otherwise objectionable material; (k) use the Services to send unsolicited communications, promotions, or advertisements in violation of any applicable anti-spam or e-privacy law, rule, or regulation; or (l) use any automated device or process, such as a robot, spider, datamining, web-scraping, or other means to circumvent, access, use, or integrate with the Services or its contents, including but not limited to other user account information.

- 2.3. Affiliates. Customer may designate its Affiliates as Authorized Users. Additionally, Customer's Affiliates may purchase Services by entering into a separate Order with Procore or Procore's applicable Affiliate, in which case "Customer" as is defined herein will mean that Affiliate. Each Affiliate's Order(s), and the corresponding Usage Metrics, are separate and distinct from Customer's and its other Affiliates' respective Orders and Usage Metrics, unless otherwise set forth on an applicable Order.

3. **THIRD-PARTY APPLICATIONS**

Customer may choose to use the Services with third-party platforms, products, or services, including offerings made available through Procore's API or App Marketplace ("**Third-Party Applications**"). Third Party Applications are not Procore Services. Customer's use of Third-Party Applications is subject to the third-party provider's terms of use. Use of Third-Party Applications with the Services may require the Third-Party Application to access Customer Data. If Customer chooses to use Third-Party Applications with the Services, Customer permits Procore to provide such access on Customer's behalf. Procore makes no warranty or guarantee with regard to any Third-Party Applications, any interoperation between the Services and Third-Party Applications, or the continued availability of Third-Party Applications.

4. **FEES AND PAYMENT**

- 4.1. Fees. Customer shall pay Procore all fees as set forth in the applicable Order or SOW, as well as any Overages ("**Fees**"). Except as set forth herein, all payment obligations are non-cancelable and Fees paid are non-refundable. Customer is responsible for providing complete and accurate billing and contact information to Procore and promptly notifying Procore of any changes to such information.
- 4.2. Non-Payment Suspension. Customer may dispute in good faith the amount on an invoice in writing before the due date of such invoice, and shall work diligently with Procore to promptly resolve the dispute. If Customer fails to pay any undisputed portion of a past due invoice within ten (10) calendar days after receiving notice that its account is overdue, Procore may, without limiting its other rights and remedies, suspend the Services until such amounts are paid in full ("**Non-Payment Suspension**"). Procore is not obligated to continue to provide Services without payment of applicable Fees.
- 4.3. Use of Purchase Orders. No terms of any purchase order or other form or agreement provided by Customer will modify or supplement this Agreement, regardless of any failure of Procore to object to such terms, and any such terms will have no force or effect.
- 4.4. Taxes. Fees and Overages do not include any taxes, tariffs, levies, duties, or similar governmental charges or assessments of any nature, including, value-added, sales, use, or withholding taxes, assessable by any jurisdiction (collectively, "**Taxes**"). Unless Customer provides Procore with a valid tax-exemption certificate, Customer is responsible for paying all Taxes associated with its purchases under this Agreement. If Procore is legally required to pay or collect Taxes for which Customer is responsible under this Section, Procore shall invoice Customer and Customer shall pay such amounts, unless Customer provides Procore with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, Procore is solely responsible for taxes assessable against it based on its own income, property, and employees. Unless prohibited by the applicable taxing jurisdiction, the tax situs will be Customer's ship-to address as set forth in the applicable Order.
- 4.5. Usage Verification & Subscription Review. No more than once annually, Procore's subscription management team may initiate a subscription review, which requires Customer to provide written supplemental information to verify Customer's Usage Metric. Customer shall provide such records within fifteen (15) business days, or such other mutually agreeable time frame, of Procore's written request. Customer shall reasonably cooperate with and assist Procore or its Affiliates, as applicable, in such review and verification of Customer's Usage Metric. If Customer exceeds the Usage Metrics, Customer shall pay for any usage of the Services that exceeds the Usage Metric ("**Overages**"). Overages will not occur if Customer ensures that its usage of the Services does not exceed the Usage Metric purchased. Overages, if any, will be invoiced at Procore's standard rates (without discount) at the time of invoicing and are payable within the timeframe set forth in the applicable Order.

- 4.6. Purchases Through a Reseller. If Customer purchases Services through a Reseller, the pricing and payment terms for such Services are between Customer and Reseller (“**Reseller Terms**”). Customer acknowledges that (a) all payments for Services procured via a Reseller will be made directly to the Reseller and in accordance with the Reseller Terms; and (b) if a Reseller notifies Procure of its right to terminate or suspend any Services, Procure may terminate or suspend such Services. Procure will not be liable to Customer or any third party for any liabilities, claims, or expenses arising from or relating to any applicable Reseller Terms, or Customer’s relationship with any Reseller.

5. PROPRIETARY RIGHTS AND LICENSES

- 5.1. Customer Data. As between the Parties, Customer Data and Customer’s Confidential Information are and will remain owned exclusively by Customer. Customer hereby grants Procure, its Affiliates, and its subprocessors a worldwide right and license to process and use Customer Data for the purposes of: (a) providing, maintaining, securing, analyzing, and updating the Services; (b) collecting and compiling data, insights, and information in an aggregated and/or de-identified manner that does not identify Customer, Customer Confidential Information, Authorized Users, or any individual (“**Aggregated Data**”); and (c) complying with legal or regulatory obligations, enforcements, investigations, or similar proceedings. Customer acknowledges that Procure or its Affiliates may review Customer’s use of the Subscription Services for the purpose of providing Services and verifying Customer’s compliance with this Agreement. Procure’s use of Customer Data will comply with Section 1.3 (“Protection of Customer Data”) and Section 6.2 (“Protection of Confidential Information”).
- 5.2. Ownership; Reservation of Rights. As between the Parties, all Intellectual Property Rights, including Intellectual Property Rights in the Services, Updates, Beta Services, Documentation, Aggregated Data, and Procure’s Confidential Information, are and will remain owned exclusively by Procure and its Affiliates, as applicable. Procure may freely use and incorporate into Procure’s products and services any suggestions, enhancement requests, recommendations, corrections, or other feedback provided by Customer or by any Authorized Users relating to Procure’s products or services. Feedback and any other suggestions are provided by Customer exclusively “as is,” in Customer’s sole discretion, and will not be used in Procure in any way that identifies Customer or Authorized Users. Unless otherwise specified in an applicable SOW, all deliverables (excluding any Customer Data contained within a given deliverable), provided in the performance of Professional Services are owned by Procure and will be made available as part of the Subscription Services provided under this Agreement. Nothing in this Agreement will preclude or limit Procure from using or exploiting any concepts, ideas, techniques, or know-how of or related to the Services. Other than as expressly set forth in this Agreement, no license or other rights in or to the Services or other Procure Intellectual Property Rights are granted to Customer, and all such rights are expressly reserved to Procure and its Affiliates.

6. CONFIDENTIALITY

- 6.1. Definition of Confidential Information. “**Confidential Information**” means all information or data disclosed by a Party or any of its Affiliates (as applicable, the “**Disclosing Party**”) to the other Party or any of its Affiliates (as applicable, the “**Receiving Party**”) that is confidential, proprietary, or otherwise not publicly available, or that reasonably should be understood to be confidential given the nature of the information or the circumstances of disclosure, whether oral or in writing, and disclosed during the Term in connection with the Services. Confidential Information includes (a) with respect to Customer, Customer Data; (b) with respect to Procure, the Services, pricing, and the Beta Services, including any discussions or information related to Beta Services; and (c) with respect to a Party, any technical, financial, economic, marketing, strategic, business, product, design, or operational information of such Party, including the terms of this Agreement and all Orders and SOWs. Confidential Information does not include any information that the Receiving Party can demonstrate (w) is or becomes generally known to the public without breach of this Agreement or any other agreement by the Receiving Party; (x) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (y) is received from a third party without restriction on disclosure and without breach of any obligation owed to the Disclosing Party; or (z) was independently developed by the Receiving Party without use of or reference to any Confidential Information, as demonstrated by contemporaneous written documentation.
- 6.2. Protection of Confidential Information. The Receiving Party shall (a) use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care); (b) not use any Confidential Information for any purpose outside the scope of this Agreement; and (c) except as otherwise expressly consented to by an authorized representative of the Disclosing Party, limit access to Confidential Information to its legal counsel, accountants, and those of its and its Affiliates’ employees and contractors who need that access for purposes consistent with this Agreement and who are under obligations to maintain confidentiality no less restrictive than those herein (“**Authorized Recipients**”). Each Party shall remain responsible for such Authorized Recipients’ compliance with this “Confidentiality” Section. Notwithstanding the foregoing, Procure acknowledges that Customer may be subject to open record disclosure laws or the equivalent. Customer will provide

Procure advance written notice and the opportunity to assert any exemptions available by law as set forth in Section 6.3.

- 6.3. Compelled Disclosure/Public Records. To the extent compelled by law or legal process, including public record disclosure laws or the equivalent, the Receiving Party shall (a) give advance written notice of the compelled disclosure or public record disclosure request to the Disclosing Party (to the extent legally permitted) and (b) afford the Disclosing Party the opportunity to assert any available exemptions permitted by law or to conduct any other lawful effort to protect the Disclosing Party's Confidential Information.

7. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES, DISCLAIMERS

- 7.1. General Warranty. Each Party represents and warrants that it has the necessary rights to enter into this Agreement and has the legal power to do so.
- 7.2. Procure Limited Warranties. Procure warrants that (a) the Subscription Services will perform materially in accordance with the applicable Documentation; (b) Procure will not materially reduce the core functionality of the Subscription Services during the current Subscription Term; and (c) Procure will perform the Professional Services in a diligent and professional manner. Customer's exclusive remedy and Procure's entire liability for a breach of the above warranties will be, at Procure's option, (x) the correction of the deficient Service that caused the breach of warranty, or (y) provision of comparable functionality. If Procure, as determined in its reasonable discretion, cannot accomplish (x) or (y), then Procure shall terminate the deficient Service and refund to Customer any prepaid Fees for the terminated Service, prorated to cover the remaining portion of the Subscription Term following notice of the breach of warranty.
- 7.3. Disclaimers. **Except as expressly provided herein, neither Party nor its licensors or subprocessors makes any warranty of any kind, whether express, implied, statutory, or otherwise, and each Party and its licensors and subprocessors specifically disclaim all implied warranties, including any implied warranty of merchantability, fitness for a particular purpose, title, or non-infringement, to the maximum extent permitted by applicable law. Procure does not warrant that Services will be error-free or uninterrupted, or will meet Customer's requirements or expectations.**

8. INDEMNIFICATION

8.1. Indemnification by Procure.

- (a) Procure shall defend any claim brought against Customer by a third party to the extent such claim alleges that Customer's use of the Subscription Services (as authorized in this Agreement, and as provided by Procure to Customer) (1) infringes any valid and enforceable third-party patent, copyright, or trademark, or (2) misappropriates a third-party trade secret (a "Claim"). If a third party makes a Claim against Customer, Procure shall pay all damages (including reasonable attorneys' fees) finally awarded against Customer by a court of competent jurisdiction, or the settlement agreed to by Procure with respect to such Claim.
- (b) If any Claim is brought or threatened, or if Procure reasonably believes that the Subscription Services may become the subject of a Claim, Procure may, at its sole option and expense (1) procure for Customer the right to continue to use the applicable Subscription Service; (2) modify the Subscription Service to make it non-infringing; (3) replace the affected aspect of the Subscription Service with non-infringing technology having substantially similar capabilities; or (4) if Procure determines none of the foregoing is commercially practicable, terminate the affected Subscription Service and refund Customer any prepaid Fees related to the applicable Subscription Services prorated for the remainder of the Subscription Term.
- (c) Procure's defense and indemnity obligations do not apply to, and Procure will have no liability with respect to, any Claim arising in whole or part due to (1) any modification of the Subscription Services made by anyone other than Procure; (2) any use of the Subscription Services in combination with software, products, or services not provided by Procure; (3) any Third-Party Applications; (4) Beta Services or Services under an Order for which there is no charge (other than discounted Services); (5) Customer's use of the Subscription Services not in compliance with this Agreement; or (6) Customer's failure to use any Update provided by Procure, to the extent such Update would make the Services non-infringing.

This indemnity states Procure's entire liability, and Customer's exclusive remedy, for any Claims as described in Section 8.1.

- 8.2. Procedure. The defense and indemnity obligations above are conditioned upon the Customer providing the Procure with (a) prompt notice; (b) sole control over the defense and any settlement negotiations; and (c) all information and assistance reasonably requested by Procure in connection with the defense or settlement of the indemnifiable claim. Procure shall not agree to a settlement that imposes any obligation or liability on the Customer without the

Customer's prior written consent, which will not be unreasonably withheld, conditioned, or delayed. The Customer may appear in connection with such claims, at its own expense.

9. LIMITATION OF LIABILITY

- 9.1. Exclusion of Damages. Except with regard to a Party's indemnification obligations under Section 8 ("Indemnification"), neither Party nor its respective Affiliates will be liable for any loss of profits, revenues, goodwill, anticipated savings, or use, costs of substitute goods or services, business interruption, or work stoppage, or any indirect, special, incidental, exemplary, punitive, or consequential damages, however caused, and based on any theory of liability, arising out of or relating to this Agreement, whether for breach of contract, breach of warranty, tort (including negligence), product liability, or otherwise, even if such Party is advised of the possibility of such damages. The foregoing disclaimer will not apply to the extent prohibited by applicable law.
- 9.2. Limitation of Liability. A Party's and its respective Affiliates' aggregate cumulative liability for all damages arising out of or related to this Agreement will not exceed the applicable Fees paid or payable to Procure in an Order or SOW for the applicable Services and attributable to the twelve (12) month period immediately preceding the event giving rise to the liability. The existence of more than one claim will not expand this limit. The liability limitations under this Section 9.2 will not apply to (a) Customer's obligations to pay Fees due under this Agreement or material breach of Section 2.1; (b) Customer's interference with another party's ability to use the Procure software-as-a-service; (c) amounts finally determined pursuant to either Party's indemnity obligations under Section 8; (d) either Party's gross negligence, willful misconduct, or fraud; (e) misuse or misappropriation by a Party of the other Party's intellectual property rights; or (f) either Party's negligence on-site during the performance of Professional Services that results in death or personal injury. Nothing in this Agreement excludes or limits any liability that cannot be excluded or limited under applicable law.

10. TERM AND TERMINATION

- 10.1. Term of Agreement. This Agreement will begin on the Effective Date and continue until terminated as permitted herein (the "Term"). If there are no active Orders, this Agreement will automatically terminate after ninety (90) days.
- 10.2. Subscription Term. The initial Subscription Term and any applicable renewal Subscription Term will begin and end in accordance with the start date and end date set forth in the Order.
- 10.3. Suspension. In the event of Customer's or an Authorized User's breach of this Agreement, including without limitation for Non-Payment Suspension or violation of the restrictions in Section 2.2, Procure may, in its reasonable discretion, suspend Customer's or an Authorized User's access to or use of the Subscription Services. Notwithstanding the foregoing, unless the circumstances dictate otherwise, Procure shall reasonably notify Customer and the Authorized User via email before taking the foregoing actions, and shall restore access once the breach has been remedied.
- 10.4. Termination. Either Party may terminate this Agreement or any Order or SOW upon notice if the other Party is in material breach of this Agreement, where such material breach is not cured (to the extent capable of being cured) within thirty (30) days after receiving notice of breach from the non-breaching Party, or with immediate effect where such material breach cannot be cured. For the avoidance of doubt and without limiting Procure's rights, Customer's noncompliance with Section 2.2 or Section 4.1 will be deemed a material breach of this Agreement. Either Party may terminate this Agreement with immediate effect if the other Party becomes the subject of a petition in bankruptcy or other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors, and such petition or proceeding is not dismissed within forty-five (45) days.
- 10.5. Effect of Termination. Upon the termination of this Agreement for any reason (a) unless otherwise agreed by the Parties in writing, all outstanding Orders, SOWs, and access to the Subscription Services will automatically terminate; (b) Customer and its Authorized Users shall immediately cease access and use of the Subscription Services, other than for retrieval purposes provided in (d) below; (c) all Customer's outstanding payment obligations will become due and payable immediately; and (d) for thirty (30) days following the end of the final Subscription Term, Procure shall make Customer Data available to Customer, at Customer's request, via the Subscription Services, solely for purpose of allowing Customer to retrieve Customer Data. After thirty (30) days, Procure will have no obligation to maintain or provide any Customer Data, and thereafter may delete or destroy all copies of Customer Data. If Procure is required to retain a copy of Customer Data for legal purposes, such copy will remain subject to the confidentiality provisions of this Agreement.
- 10.6. Refund or Payment upon Termination. If Customer terminates this Agreement due to Procure's material breach, Procure shall refund Customer the prorated portion of prepaid Fees for the remaining Subscription Term. If Procure terminates this Agreement due to Customer's material breach, Customer shall promptly pay any unpaid Fees.

Termination will not relieve Customer of its obligation to pay any Fees for the period prior to the effective date of termination.

- 10.7. Surviving Provisions. The Sections titled “Fees and Payment” (Section 4), “Proprietary Rights and Licenses” (Section 5), “Confidentiality” (Section 6), “Representations, Warranties, Exclusive Remedies, Disclaimers” (Section 7), “Indemnification” (Section 8), “Limitation of Liability” (Section 9), “Term and Termination” (Section 10), and “General Provisions” (Section 11) will survive any termination of this Agreement.

11. GENERAL PROVISIONS

- 11.1. Trademarks and Logo Usage. Neither Party shall use the logos, trademarks, service marks, product names, or trade names of the other Party without the prior written consent of the other Party. If Customer uses Procure’s logos, trademarks, service marks, product names, or trade names, such use will be subject to the Procure trademark usage guidelines at www.procure.com/legal/trademark.
- 11.2. Export Control and Sanctions. Each Party shall comply with all applicable Export Control and Sanctions Laws and Regulations in connection with providing and using the Services. Without limiting the foregoing, (a) each Party represents that it is not listed on any list of entities or individuals who are restricted from receiving U.S. services or items subject to jurisdiction of U.S. Export Controls or U.S. persons transacting with it (including but not limited to the Specially Designated Nationals and Blocked Persons List and the Entity List) nor is it owned or controlled by any such listed entity or individual; (b) Customer shall not, and shall ensure that Authorized Users do not, violate any Export Control and Sanctions Laws and Regulations, or cause any such violation to occur; and (c) Customer shall not use or cause any person to use the Services to store, retrieve, or transmit technical data controlled under the U.S. International Traffic in Arms Regulations.
- 11.3. Applicable Law & Anti-Corruption. Each Party shall comply with applicable laws in performance of this Agreement. Neither Party has promised, made, or received any bribe, kickback, or other similar payment or transfer of value from or to any director, officer, employee, agent, or other representative of the other Party in connection with this Agreement.
- 11.4. U.S. Government Rights. The Services and Documentation comprise “commercial computer software” and “commercial computer software documentation” as such terms are used in 48 C.F.R. 12.212 and 48 C.F.R. 227.7202. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202, the rights of U.S. Government end users to use commercial computer software, commercial computer software documentation, and technical data furnished in connection with this Agreement are solely as provided in this Agreement.
- 11.5. Governing Law & Venue. Any dispute arising out of or relating to this Agreement is subject to the governing law and primary jurisdiction and venue in which Customer is located, in all cases without reference to conflict of law rules of any jurisdiction. The provisions of the United Nations Convention of Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Acts will not apply to this Agreement in any manner whatsoever. Notwithstanding anything to the contrary, either Party may seek interim injunctive relief in any court of appropriate jurisdiction regarding any alleged breach of confidentiality obligations or intellectual property or proprietary rights.
- 11.6. Dispute Resolution. The Parties shall attempt in good faith to promptly resolve any disputes arising out of or relating to this Agreement by negotiation between representatives of each Party with the authority to resolve such dispute. If the Parties are unsuccessful in reaching resolution after a reasonable time, either Party may elect to exercise remedies available under this Agreement or at law.
- 11.7. Notices. Notices to Customer will be delivered via email or overnight delivery at the address associated with the Order. Notices to Procure will be delivered via email to legalnotice@procure.com or by overnight delivery to Procure 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.
- 11.8. Force Majeure. Neither Party will be liable for any failure or delay in its performance under this Agreement to the extent due to any cause beyond its reasonable control (a “**Force Majeure Event**”). The Party suffering a Force Majeure Event shall use reasonable efforts to mitigate against the effects of such Force Majeure Event and shall resume performance as soon as practicable following the Force Majeure Event.
- 11.9. Assignment. Each Party shall not assign this Agreement, in whole or part, or any right or interest herein, without the other Party’s prior written consent, not to be unreasonably withheld, and any purported assignment without such consent will be void. However, except where prohibited by applicable statute, either Party may assign this Agreement without consent to an Affiliate, or in connection with a merger, consolidation, corporate reorganization, sale of all or substantially all of its assets or business, or other change-of-control transaction. Subject to the foregoing, this

Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Assignment will not relieve Customer of its obligation to pay Fees incurred before the assignment.

- 11.10. **Relationship of the Parties.** The Parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.
- 11.11. **Entire Agreement; Order of Precedence.** This Agreement (together with any Orders, SOWs, and linked terms) contains the entire understanding and agreement of the Parties concerning the subject matter hereof and supersedes all prior or contemporaneous communications, representations, agreements, and understandings, either oral or written, between the Parties with respect to its subject matter. This Agreement will only be amended or waived by a writing signed by both Parties; however, the Parties may update and modify this Agreement upon renewal of the Subscription Term. In the event of any conflict or inconsistency between or among the following documents, the order of precedence will be: (1) the DPA, (2) the Order, (3) SOW, (4) this Agreement, and (5) any links provided herein. Any amendment will take precedence over the document it amends.
- 11.12. **Miscellaneous.** If a provision of this Agreement is unenforceable or invalid, the provision will be revised so as to best accomplish the objectives of the Parties as evidenced by this Agreement, and the remainder of this Agreement will continue in full force. The English language version of this Agreement will be the version used when interpreting or construing this Agreement. Any notices in connection with this Agreement must be provided in English. Either Party's failure to enforce any right under this Agreement will not waive that right. There are no third-party beneficiaries to this Agreement, and Customer acknowledges that Procure will have no obligations or liability whatsoever to any third parties with which Customer does business.

12. DEFINITIONS

- 12.1. **"Affiliate"** means an entity that controls, is controlled by, or is under common control of a Party, where **"control"** means ownership or control, directly or indirectly, of more than fifty percent (50%) of the voting interest of such entity or party (but only for so long as such control exists) or the right to otherwise control the decision making of the subject entity.
- 12.2. **"Authorized User"** means any individual or agent authorized by Customer to access or use the Services.
- 12.3. **"Beta Services"** means Procure services, features, or functionality that Procure may make available to Customer that have not been made generally available to customers and have been designated as beta, pilot, limited release, preview, non-production, pre-release, or a similar designation.
- 12.4. **"Customer Data"** means any content, data, information, Personal Data (as defined in the DPA), and other materials submitted by Customer or an Authorized User to the Services. Customer Data excludes Aggregated Data, any content from publicly available sources, and any suggestion, enhancement request, recommendation, correction, or other feedback relating to the Services.
- 12.5. **"Documentation"** means the official Procure-provided user guides applicable to the Services, whether in electronic, paper, or equivalent form, as updated from time to time, accessible at <https://support.procure.com/products/online/user-guide> or other websites designated by Procure.
- 12.6. **"Export Control and Sanctions Laws and Regulations"** means all applicable laws and regulations controlling or regulating the export, re-export, or in-country transfer of goods, technology, software, or services, or those that impose other trade or financial sanctions against targeted countries, territories, individuals, or entities, collectively including, but not limited to, all laws administered by the U.S. Department of State and its Directorate of Defense Trade Controls, the Office of Foreign Assets Control of the U.S. Department of the Treasury, and the U.S. Department of Commerce and its Bureau of Industry and Security.
- 12.7. **"Harmful Code"** means code, files, scripts, agents, malware, or programs intended to do harm, including but not limited to viruses, worms, time bombs, and Trojan horses.
- 12.8. **"Intellectual Property Rights"** means all rights, title, and interest in all intellectual property, including patents, copyrights, trade secrets, mask works, trademarks, and other intellectual property rights of any sort throughout the world.
- 12.9. **"Order"** means a written or electronic order form, executed by the Parties, identifying the Services, scope, quantity, charges, and other information relevant to a specific transaction between Customer and Procure, herein incorporated by reference.
- 12.10. **"Professional Services"** means the implementation, technical, consulting, training, and similar services provided by or through Procure or its Affiliates, as described in the relevant Order or SOW.

- 12.11. **“Reseller”** means a third party authorized by Procore or its Affiliates to promote, distribute, and/or resell the Services.
- 12.12. **“Services”** means collectively, as applicable, the Subscription Services, Support Services, and Professional Services Customer has ordered, and Procore has agreed to provide, as indicated on the applicable Order or SOW.
- 12.13. **“SOW”** means a statement of work executed by the Parties describing Professional Services purchased by Customer pursuant to an Order, herein incorporated by reference.
- 12.14. **“Subscription Services”** means the Procore software-as-a-service, and all associated Updates, offered on a subscription basis by Procore via an Order that provides the functionality described in the Documentation.
- 12.15. **“Subscription Term”** means the entire period during which Customer is entitled to use the Subscription Services, including the initial term and any applicable renewal terms.
- 12.16. **“Support Services”** means the type of Procore’s customer support for the Subscription Services described in Exhibit A, and as may be specified or purchased within an Order.
- 12.17. **“Updates”** means all updates, enhancements, and other modifications that Procore makes generally available, at no additional charge, to its customers of the Subscription Services identified in an Order.
- 12.18. **“Usage Metric”** means the unit of measure, multiplied by the associated quantity, as shown on the applicable Order, to determine the scope of Customer’s access and use of the Subscription Services and associated Fees, as set out in an Order.

PROCORE SUBSCRIPTION AND SERVICES AGREEMENT

Exhibit A – Support Services and Service Levels

1. OVERVIEW

This Support Services and Service Levels exhibit covers the Procore Subscription Services defined in this Agreement.

2. DEFINITIONS

For purposes of this exhibit, “**Scheduled Downtime**” means the window during which scheduled maintenance of the Subscription Services is performed. Procore shall use commercially reasonable efforts to not provide more than 6 hours of Scheduled Downtime per calendar month.

3. SERVICE AVAILABILITY

Procore’s availability objective for the Subscription Services is 99.9% of the time, 7 days a week, and 24 hours per day as calculated over a calendar month excluding Scheduled Downtime. This does not include Force Majeure Events or other factors outside of Procore’s reasonable control.

4. SUPPORT

- 4.1 Access to Support. Customer and Authorized Users have access to technical support via telephone, online chat, email, or self-paced online tutorials. Support hours can be found at <http://support.procore.com/references/contact-support>. Support does not include training sessions on the features and functionality of the Subscription Services (e.g., implementation) or training in relevant computer skills considered prerequisite to an individual’s ability to use personal computers, the Internet/World Wide Web, and online software in accordance with the requirements of the Agreement. Furthermore, only qualified, trained Customer support personnel or Authorized Users familiar with Subscription Services are authorized to contact Procore to obtain support.
- 4.2 Reporting and Status Updates. Before requesting support from Procore, Customer shall use reasonable efforts to comply with any applicable operating and troubleshooting procedures as set forth in the Documentation or as otherwise provided by Procore. If such efforts are unsuccessful, Customer should promptly notify Procore support via Procore’s Ticket Tracking System (“**System**”) of the issue including any supporting information Customer believes may assist Procore in both its diagnostic determination as well as the Severity/Priority classification. Upon Procore’s receipt of a support request via the System, Procore shall use commercially reasonable efforts to answer questions and provide standard error corrections to known problems. In the event of any problems or errors involving the Subscription Services that Procore cannot immediately resolve, Procore shall begin working on a resolution to the problem and shall work diligently and in a commercially reasonable manner on the problem until it is resolved. Once Procore receives an error ticket as reported from Customer, Procore shall provide Customer with timely status updates as reasonably determined by Procore until a workaround or other resolution is established by Procore.