

ProCORE Technologies, Inc.
6309 Carpinteria Avenue
Carpinteria, CA 93013

**EC America Rider to Product Specific License Terms and Conditions
(for U.S. Government End Users)**

1. **Scope.** This Rider and the attached ProCORE Technologies, Inc. ("Manufacturer") product specific license terms establish the terms and conditions enabling EC America to provide Manufacturer's information technology products and services to Ordering Activities under EC America's GSA MAS IT70 contract number GS-35F-0511T (the "Schedule Contract").
2. **Applicability.** Whereas GSA and EC America agreed at the time of Schedule Contract award upon a base set of terms and conditions applicable to all manufacturers and items represented on the Schedule Contract; and Whereas, the parties further agreed that all product specific license, warranty and software maintenance terms and conditions would be submitted at the time each new manufacturer was to be added to the Schedule Contract; Now, Therefore, the parties hereby agree the product specific license, warranty and software maintenance terms set forth in Attachment A hereto (the "Manufacturer Specific Terms" or the "Attachment A Terms") are incorporated into the Schedule Contract, but only to the extent that they are consistent with Federal law (*e.g.*, the Anti-Deficiency Act (31 U.S.C. § 1341), the Contracts Disputes Act of 1978 (41 U.S.C. §§ 7101 et seq.), the Prompt Payment Act (31 U.S.C. §§ 3901 et seq.), the Anti-Assignment statutes (31 U.S.C. § 3727 and 41 U.S.C. § 15), DOJ's jurisdictional statute 28 U.S.C. § 516 (Conduct of Litigation Reserved to the Department of Justice (DOJ), and 28 U.S.C. § 1498 (Patent and copyright cases)). To the extent any Attachment A Terms are inconsistent with Federal law (See, FAR 12.212(a)), such inconsistent terms shall be deemed deleted, unenforceable and of no legal force or effect in all resultant orders under the Schedule Contract, including but not limited to the following provisions:
 - a) **Contracting Parties.** The Government Customer is the "Ordering Activity", defined as the entity authorized to order under GSA MAS contracts as set forth in GSA ORDER ADM 4800.21 (July 2016), as may be revised from time to time.
 - b) **Changes to Work and Delays.** Subject to GSAR Clause 552.243-72, Modifications (Federal Supply Schedule) (July 2000) (Deviation I – SEPT 2010), and 52.212-4(f) Excusable Delays (JUN 2010) regarding which the GSAR and the FAR provisions take precedence.
 - c) **Contract Formation.** Subject to FAR 1.601(a) and FAR 43.102, the Government Order must be signed by a duly warranted contracting officer, in writing. The same requirement applies to contract modifications affecting the rights of the parties. All terms and conditions intended to bind the Government must be included within the contract signed by the Government.
 - d) **Termination.** Clauses in the Manufacturer Specific Terms referencing termination or cancellation are hereby deemed to be deleted. Termination shall be governed by FAR 52.212-4(l) and (m) and the Contract Disputes Act, subject to the following exceptions:

EC America may request cancellation or termination of the license agreement on behalf of the Manufacturer if such remedy is granted to it after conclusion of the Contracts Disputes Act

dispute resolution process or if such remedy is otherwise ordered by a United States Federal Court.

- e) **Choice of Law.** Subject to the Contracts Disputes Act and the Federal Tort Claims Act (28 U.S.C. §1346(b)), the validity, interpretation and enforcement of this Rider shall be governed by and construed in accordance with the Federal laws of the United States. In the event the Uniform Computer Information Transactions Act (UCITA) or any similar Federal laws or regulations are enacted, to the extent allowed by law, they will not apply to this Rider or the underlying Schedule Contract. All clauses in the Manufacturer Specific Terms referencing equitable remedies are deemed deleted and not applicable to any Government order.
- f) **Force Majeure.** Subject to FAR 52.212-4(f) Excusable delays(FEB 2012), unilateral termination by the Contractor does not apply to a Government Order and all clauses in the Manufacturer Specific Terms referencing unilateral termination rights of the Manufacturer are hereby deemed to be deleted.
- g) **Assignment.** All clauses regarding assignment are subject to FAR 52.232-23, Assignment of Claims (JAN 1986) and FAR 42.12 Novation and Change-of-Name Agreements. All clauses governing assignment in the Manufacturer Specific Terms are hereby deemed deleted.
- h) **Waiver of Jury Trial.** Waivers of Jury Trials are subject to FAR 52.233-1 Disputes (JULY 2002). All clauses governing a waiver of jury trial in the Manufacturer Specific Terms are hereby deemed to be deleted.
- i) **Customer Indemnities.** Unless otherwise permitted by Federal statute, all Manufacturer Specific Terms referencing customer Indemnities are hereby deemed to be deleted.
- j) **Contractor Indemnities.** All Manufacturer Specific Terms that (1) violate DOJ's jurisdictional statute (28 U.S.C. § 516) and/or (2) require that the Government give sole control over the litigation and/or settlement are hereby deemed to be deleted.
- k) **Renewals.** All Manufacturer Specific Terms that violate the Anti-Deficiency Act ban on automatic renewal are hereby deemed to be deleted.
- l) **Future Fees or Penalties.** All Manufacturer Specific Terms that violate the Anti-Deficiency Act prohibition on the Government paying any fees or penalties beyond the contract amount, unless specifically authorized by existing statutes, such as the Prompt Payment Act (31 U.S.C. § 3901 et seq.), or Equal Access To Justice Act (5 U.S.C. § 504; 28 U.S.C. § 2412), are hereby deemed to be deleted.
- m) **Taxes.** Taxes are subject to FAR 52.212-4(k), which provides that the contract price includes all applicable federal, state, local taxes and duties.
- n) **Third Party Terms.** Subject to the actual language agreed to in the Order by the Contracting Officer, any third party manufacturer shall be brought into the negotiation, or the components acquired separately under Federally-compatible agreements, if any. All Manufacturer Specific Terms that incorporate third party terms by reference are hereby deemed to be deleted.

- o) **Installation and Use of the Software.** Installation and use of the information technology shall be in accordance with this Rider and Manufacturer Specific Terms attached hereto, unless an Ordering Activity determines that it requires different terms of use and Manufacturer agrees in writing to such terms in a valid delivery order placed pursuant to the Schedule Contract.
- p) **Dispute Resolution and Venue.** Any disputes relating to the Manufacturer Specific Terms or to this Rider shall be resolved in accordance with FAR 52.233-1 Disputes and the Contract Disputes Act. The Ordering Activity expressly acknowledges that EC America as contractor, on behalf of the Manufacturer, shall have standing to bring such claim under the Contract Disputes Act.
- q) **Advertisements and Endorsements.** Unless specifically authorized by an Ordering Activity in writing, use of the name or logo of any U.S. Government entity is prohibited.
- r) **Public Access to Information.** EC America agrees that the attached Manufacturer Specific Terms and this Rider contain no confidential or proprietary information and acknowledges the Rider shall be available to the public.
- s) **Confidentiality.** Any provisions in the attached Manufacturer Specific Terms that require the Ordering Activity to keep certain information confidential are subject to the Freedom of Information Act (5 U.S.C. § 552), and any order by a United States Federal Court.

3. Order of Precedence/Conflict. To the extent there is a conflict between the terms of this Rider and the terms of the underlying Schedule Contract, the terms of this Rider shall control. Any capitalized terms used herein but not defined, shall have the meaning assigned to them in the underlying Schedule Contract.

ATTACHMENT A – PROCORE TECHNOLOGIES

PROCORE SUBSCRIPTION TERMS

1. **BACKGROUND.** Procore has developed certain construction project management Software (defined below), to which it provides access as part of its Services (defined below). Ordering Activity wishes to enter into this Agreement for a subscription to the Services identified on an Ordering Document. Procore desires to make those Services available to Ordering Activity subject to the terms of this Agreement.

2. **DEFINITIONS.** The capitalized terms listed below have the following meanings:

2.1 **“Agreement”** means, collectively, the terms of the Ordering Document, the underlying GSA Schedule Contract, the Schedule pricelist, and these terms.

2.2 **“Authorized User”** means any individual who is authorized by virtue of such individual's relationship to, or permissions from, Ordering Activity, to access and use the Services pursuant to Ordering Activity's rights under this Agreement.

2.3 **“Construction Volume”** means the aggregate dollar value of the construction work performed, planned, or put in place by Ordering Activity for all Ordering Activity Projects during a given time period, most often a one-year period.

2.4 **“Ordering Activity Content”** means any content created by or on behalf of Ordering Activity or an Authorized User in connection with the Services and Ordering Activity Projects.

2.5 **“Ordering Activity Data”** means the data provided by Ordering Activity to Procore regarding Authorized Users, including personally identifiable information.

2.6 **“Ordering Activity Project”** means each distinct construction project constrained by a specific scope, budget, and schedule, as specified in a construction project agreement. The Project lifecycle phases for typical construction projects may include initiation, planning, design, demolition, construction, commissioning, and closeout. Procore considers projects in the construction phase to be subject to restriction in number by “project caps” within an Ordering Document that specify how many simultaneous projects may be managed under the terms of a Procore subscription. The construction phase is considered to commence with the bid and award process, and is considered to be complete upon the project owner's written acknowledgement of substantial completion, or the award of a certificate of occupancy from the local regulatory or governmental authority responsible for determining substantial completion.

2.7 **“Documentation”** means the online screen-share demonstration materials, marketing collateral, and other materials in written or electronic form provided to Ordering Activity by Procore in connection with Ordering Activity's subscription to the Services.

2.8 **“Enhancements”** means the following: minor modifications, revisions, and corresponding Documentation with respect to the Services, including the addition of enhancements or improved performance made available by Procore to the Services; however, Enhancements do not include the addition of New Features not originally included as part of the Services described on a particular Ordering Document.

2.9 **“Maintenance Modifications”** means bug fixes, patches, modifications, or revisions to the Services that correct errors therein; however Maintenance Modifications do not include New Features not originally included as part of the Services described on a particular Ordering Document.

2.10 **“New Features”** means those significant technological or service features and/or tools that Procore develops over time, which are offered to Ordering Activities as additional features for a fee and are distinct from included Enhancements and Maintenance Modifications.

2.11 **“Ordering Document”** means the order form document issued by Ordering Activity.

2.12 “Services” means Procore’s distinct services purchased by Ordering Activity as specified on the Ordering Document.

2.13 “Site” means app.procore.com and all associated Procore mobile applications.

2.14 “Software” means Procore’s software programs and any associated user interfaces and related technology that Procore uses to provide the Services, and that Procore makes available pursuant to this Agreement, including any Enhancements and Maintenance Modifications thereto.

2.15 “Subscription Fee” means the agreed-upon subscription fee for the Services as stated on the Ordering Document.

3. PROVISION OF SERVICE/RESPONSIBILITIES.

3.1 Subscription Rights and Access. Procore grants Ordering Activity the nonexclusive limited-time subscription and right to use the Services in accordance with this Agreement. Further, Procore agrees that Ordering Activity may access and use, and permit each Authorized User to access and use, the Services for its intended purpose, in accordance with the specifications set forth in any Documentation and subject to the terms of this Agreement and the limits on Construction Volume, Projects, and/or other use restrictions specified on each Ordering Document. Procore shall provide to Ordering Activity the necessary passwords, security protocols and policies, and network links or connections to allow Ordering Activity and its Authorized Users to access the Services. Procore shall provide the Ordering Activity and Authorized Users with (a) support for the Services as outlined in Exhibit A, and (b) access to Enhancements and Maintenance Modifications as they become available. Ordering Activity and its Authorized Users are solely responsible for ensuring that they have sufficient and compatible hardware, software, telecommunications equipment, and Internet service necessary for the use of the Site and Services. All other rights not expressly granted in this agreement are reserved by Procore.

3.2 Site Updates. Procore may change, modify, upgrade, or discontinue any aspect or feature of the Site in whole or in part. Such changes, upgrades, modifications, additions, or deletions will be effective immediately upon notice thereof, which may be made by posting such changes to the Site. In the event Procore modifies or discontinues any content or feature of the Site which results in reduction of functionality or degradation of the Site, Procore shall provide comparable functionality.

3.3 Limitations. Ordering Activity shall not, and shall not authorize or permit any Authorized User to (a) rent, loan, or re-license rights to access and/or use the Services or Software (except as specifically provided herein); (b) copy, modify, disassemble, decompile, or reverse engineer software included as part of the Services; (c) share identification or password codes with persons other than Authorized Users, or permit Ordering Activity’s account to be accessed by individuals who are not Authorized Users; (d) access, use, or permit a third party to access or use the Services or Software for purposes of competitive analysis, including the development, provision, or use of a competing software or service or for any other purpose that may be to Procore’s detriment or commercial disadvantage; or (e) use the Services in any way not expressly provided for in this Agreement. Ordering Activity shall be responsible for all activities that occur under Ordering Activity’s account and for all actions of Ordering Activity or its Authorized Users and both Ordering Activity and Authorized Users shall use the Services in accordance with this Agreement. Ordering Activity shall notify Procore of any unauthorized use of Ordering Activity’s passwords or account, or any other breach of security that is known or suspected by Ordering Activity. Ordering Activity and its Authorized Users shall abide by all applicable local, state, and national laws and regulations in connection with their use of the Services. Ordering Activity shall be responsible for any breach of this Agreement by its Authorized Users and agrees to enter into agreements with its Authorized Users that contain terms that impose no less restrictions in all material respects than those imposed on Ordering Activity herein, including, but not limited to, the provisions regarding the use of the Services and protection of Procore’s intellectual property.

3.4 Ordering Activity Content. Procore will process Ordering Activity Content as instructed by Ordering Activity in order to perform the Services. The Parties acknowledge and agree that the Ordering Activity is at all times the data controller and Procore is a data processor. Ordering Activity represents and warrants that it has all necessary rights in the Ordering Activity Content to grant Procore the right to use, and Ordering Activity hereby grants Procore a non-exclusive, worldwide, royalty-free and fully paid license to use,

the Ordering Activity Content as necessary for Procore to provide the Services. All rights in and to the Ordering Activity Content not expressly granted to Procore in this Agreement are reserved by Ordering Activity. Ordering Activity represents and warrants that any Ordering Activity Content hosted by Procore as part of the Services will not (a) infringe or violate the rights of any third party; (b) be deceptive, defamatory, obscene, or unlawful; or (c) contain any viruses, worms, or other malicious computer programming codes intended to damage Procore's system or data. Ordering Activity acknowledges that any use of the Services by Ordering Activity or Authorized Users contrary to or in violation of the representations and warranties of Ordering Activity in this section constitutes unauthorized and improper use of the Services. Ordering Activity shall have the sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Ordering Activity Content. The Parties acknowledge that Procore does not and cannot review all Ordering Activity Content and will not be responsible for such content.

3.5 Ordering Activity Data. Procore will process Ordering Activity Data as instructed by Ordering Activity in order to perform the Services. The Parties acknowledge and agree that the Ordering Activity is at all times the data controller and Procore is a data processor. Ordering Activity represents and warrants that Ordering Activity shall only provide to Procore the minimum amount of personally identifiable information for each Authorized User to enable the Authorized User to enjoy the benefit of this Agreement. Ordering Activity represents and warrants that Ordering Activity is entitled to transfer relevant Ordering Activity Data to Procore so that Procore may lawfully use, process, and transfer the Ordering Activity Data in accordance with this Agreement on Ordering Activity's behalf and Ordering Activity shall ensure the same; Ordering Activity shall ensure that the relevant third parties, including data subjects, have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation. Ordering Activity acknowledges that Procore is reliant on Ordering Activity for direction as to the extent to which Procore is entitled to use and process the Ordering Activity Data. Procore shall process the Ordering Activity Data only in accordance with the terms of this Agreement and any written instructions given by Ordering Activity. Ordering Activity acknowledges and agrees that the Ordering Activity Data may be transferred or stored in the United States of America in order to carry out the Services and Procore's other obligations under this Agreement. Ordering Activity acknowledges and agrees that the Ordering Activity Data may be shared with third parties only as necessary to provide the Services. Procore will not be liable for any claim brought by an Authorized User arising from any action or omission by Procore, to the extent that such action or omission resulted from Ordering Activity's instructions.

3.6 Ordering Activity Acknowledgement. As of the effective date listed on the Ordering Document, Ordering Activity acknowledges and agrees that an authorized representative of Ordering Activity has evaluated the features and functionality of the Services in a means satisfactory to Ordering Activity and accepts that the Services have been demonstrably shown to have all of the features and functionality that have been represented to Ordering Activity. Ordering Activity agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features, nor dependent on any oral or written public comments made by Procore regarding future functionality or features.

3.7 Non-Procore Applications. Procore or third parties may make available third-party products or services ("**Non-Procore Applications**"). Any use by Ordering Activity and any exchange of data between Ordering Activity and the provider of Non-Procore Applications is solely between Ordering Activity and the applicable provider. Procore does not warrant or support Non-Procore Applications or other non-Procore products or services. If Ordering Activity installs or enables a Non-Procore Application for use with the Services, Ordering Activity hereby grants Procore permission to allow the provider of that Non-Procore Application to access Ordering Activity's data and content as required for the interoperation of that Non-Procore Application with the Services. Procore is not responsible for any disclosure, modification, or deletion of any of Ordering Activity's data or content resulting from access by a Non-Procore Application. The Services may contain features designed to interoperate with Non-Procore Applications. To use such features, Ordering Activity may be required to obtain access to Non-Procore Applications from their providers, and may be required to grant Procore access to Ordering Activity's account(s) on the Non-Procore Applications.

3.8 Reserved.

4. Reserved.

5. Reserved.

6. PROPRIETARY RIGHTS.

Procore will retain all worldwide rights in the intellectual property in and on the Site, the look and feel of the Site, and all copyrights in and to its content. The Site is copyrighted, trademarked, or otherwise protected, and owned or licensed by Procore. Nothing in this Agreement grants Ordering Activity or any Authorized User an express or implied right to use any Procore intellectual property except as set forth in section 3.1 above. All proprietary rights in the Services, including the Software as well as any aggregate usage statistics, traffic patterns, and other non-personally identifiable data collected by Procore in connection with use of the Services, will be the sole and exclusive property of Procore. Ownership of derivative works should be as set forth in the copyright statute, 17 U.S.C. § 103 and the FAR clause at 52.227-14, but at a minimum, the Ordering Activity shall receive unlimited rights to use such derivative works at no further cost.

7. WARRANTIES AND LIABILITY.

7.1 Limited Warranty. Each Party warrants that it has all necessary authority to enter into and perform its obligations under this Agreement. Procore represents and warrants that (1) the Services will perform in accordance with the Documentation under normal circumstances, and (2) the Services provided hereunder will be performed in a professional manner in accordance with prevailing industry Standards. Provided that Ordering Activity notifies Procore of any breach of the foregoing warranty during the Term, Procore shall, as Ordering Activity's sole and exclusive remedy, provide the support services set forth in Exhibit A to this Agreement. The Services may contain links to sites on the Internet that are owned and operated by third parties. Ordering Activity acknowledges and agrees that Procore is not responsible for the availability of, or the content located on or through, any such external site.

7.2 DISCLAIMER. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, PROCORE DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED. PROCORE EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. PROCORE DOES NOT WARRANT THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

7.3 Reserved.

EXHIBIT A

SUPPORT AND MAINTENANCE

1. Service-Level Agreement.

Procore has a service-level objective for the Services of 99.9% availability, 24 hours a day, 7 days a week, 365 days a year. Downtime does not include (i) problems caused by factors outside of Procore's reasonable control, and (ii) unavailability of the Services during scheduled maintenance. Scheduled maintenance is communicated to users through "in app" notifications, with a minimum of a 24 hour notice of the scheduled maintenance.

During the Term of this Agreement, the Services will be operational and available to Ordering Activity at least 99.9% of the time in any calendar month (the "Procore SLA"). If Procore does not meet the Procore SLA, and if Ordering Activity meets its obligations under this Procore SLA, Ordering Activity will be eligible to receive the Service Credits described below. This Procore SLA states Ordering Activity's sole and exclusive remedy for any failure by Procore to provide the Service.

Definitions. The following definitions shall apply to the Procore SLA.

- a. "Downtime" means the inability to utilize the Services in the normal course of business due to a failure within the Service and not resulting from (i) factors outside of Procore's reasonable control, (ii) Ordering Activity's systems or equipment, or (iii) third party products, services or equipment not supplied by Procore.
- b. "Downtime Period" means a period of ten consecutive minutes of Downtime. Intermittent Downtime for a period of less than ten minutes will not be counted towards any Downtime Periods.
- c. "Monthly Uptime Percentage" means total number of minutes in a calendar month minus the number of minutes of Downtime suffered from all Downtime Periods in a calendar month, divided by the total number of minutes in a calendar month.
- d. "Scheduled Downtime" means those times where Procore notifies Ordering Activity of periods of Downtime at least twenty-four hours prior to the commencement of such Downtime. There will be no more than six hours of Scheduled Downtime per calendar month. Scheduled Downtime is not considered Downtime for purposes of this Procore SLA, and will not be counted towards any Downtime Periods.

Monthly Uptime Percentage	Days of Service
< 99.9% - ≥ 99.0%	3
< 99.0% - ≥ 95.0%	7
< 95.0%	15

Service Credits. Service Credit shall be applied against the Service cost. If service is discontinued for any reason, the Service Credit shall be in the form of a rebate at the end of service. Service Credit shall be computed by dividing the number of Days of Service credited by the number 365 and multiplied by the Annual Service GSA Fee set forth in the applicable Ordering Document. In order to receive any of the Service Credits described above, Ordering Activity must notify Procore, within thirty days from the end of the month during which Ordering Activity becomes eligible to receive a Service Credit. Failure to comply with this requirement will forfeit Ordering Activity's right to receive a Service Credit.

Maximum Service Credit. The aggregate maximum number of Service Credits to be issued to Ordering Activity for any and all Downtime Periods that occur in a month shall not exceed fifteen days of Service Credit.

2. Support.

During the Term, Ordering Activity and Authorized Users will have access to technical support via telephone, online chat, email, or self-paced online tutorials. Support hours will be 5:00 a.m. to 10:00 p.m. Pacific Time ("PT") Monday through Friday, and 10:00 a.m. to 6:00 p.m. PT Saturday and Sunday, excluding holidays. Support does not include training sessions on the features and functionality of the Services (implementation) or training in computer skills considered prerequisite to an individual's ability to use personal computers, the Internet/World Wide Web, and online software.

Upon Procore's receipt of a support request, Procore will 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 Services that Procore cannot immediately resolve, Procore will begin working on a resolution to the problem and will work diligently and in a commercially reasonable manner on the problem until it is resolved.

3. Data Backup and Return.

During the Term, Procore shall make commercially reasonable efforts to protect the security of Ordering Activity's data, and shall complete daily data backups of Ordering Activity's data to an archive format that will be kept physically separate from the Procore database and web server hardware. The Services do not replace the need for Ordering Activity to maintain regular data backups or redundant data archives.

Procore contracts with a third-party data center provider to provide essential technology services such as network connectivity to the Internet for the servers running the Services. Personnel access to the data center used by Procore for these Services is restricted, and all entrances and common areas are monitored 24x7 via closed-circuit cameras. Public access to the data center is forbidden. Fire-suppression systems are located in the data center, and power systems in the data center are designed to run uninterrupted even in the event of a total power outage. All servers are supplied with Uninterruptible Power Supply ("UPS") power sources that will continue to run if utility power fails. The UPS power subsystem is fully redundant, with instantaneous fail over in case the primary UPS fails. In the event of an extended power outage, onsite diesel generators can run indefinitely. Generators are regularly tested to ensure functionality in the event of an emergency.

All Ordering Activity Content is the property of the Ordering Activity. Upon restriction, suspension or termination of an Ordering Activity account, Procore will allow Ordering Activity, at no additional cost, to export all of Ordering Activity Content as well as any additional data that may be readily exported from the Services to a standard electronic file format. At Procore's sole discretion, an Ordering Activity's area within the Services may be kept active as long as the Ordering Activity is provided with "read-only" access. Ordering Activity shall accept this access as a full substitute for a complete file export of Ordering Activity's project data.

4. Maintenance.

4.1 Unplanned Outages. If a system failure should occur that creates an outage of the Services, Procore will utilize all reasonable means to end the outage as soon as possible. Outages due to the Internet, hosting providers, and/or Ordering Activity or Authorized User systems are outside Procore's control and, in such event, Procore will assist the Ordering Activity or Authorized User in the diagnosis but may not be able to resolve the problem.

4.2 Preventative Maintenance. From time to time, Procore or its hosting providers will perform preventative maintenance, such as updating servers and routers with security patches, and software upgrades. Procore will provide notice prior to any interruption in the Services and will keep any resulting downtime reasonable. Procore will use all reasonable efforts to perform such maintenance at hours convenient for the Ordering Activity and Authorized Users.