

PlanCrAI Inc.

PLANCRAI TERMS OF USE

for the PlanCrAI LiDAR-enabled residential construction measurement, takeoff, and pricing platform (the “**Terms**”).

Effective Date	September 14, 2026
Last Updated	September 14, 2026
Provider	PlanCrAI Inc., an Illinois corporation
Contact	info@plancrai.com

Important Notice and Acceptance

PLEASE READ THESE TERMS CAREFULLY BEFORE DOWNLOADING OR USING PLANCRAI. THEY INCLUDE AUTOMATIC-RENEWAL TERMS, DISCLAIMERS FOR LIDAR MEASUREMENTS AND ESTIMATES, AN ARBITRATION AGREEMENT, A CLASS ACTION WAIVER, AND LIMITATIONS OF LIABILITY.

By clicking “I Agree,” creating an account, purchasing a subscription, downloading or installing PlanCrAI, or accessing or using any Service, you agree to these Terms. If you act for an entity, you represent that you can bind it, and “Customer” and “you” include that entity. If you do not agree, do not use PlanCrAI.

These Terms incorporate the applicable order form (if any), plan description, [Privacy Policy](#), Data Processing Addendum, support policy, acceptable-use rules, and marketplace terms. Where applicable, an executed order form controls over these Terms only for an expressly conflicting provision.

Plain-Language Summary

- PlanCrAI is licensed, not sold.
- LiDAR scans, dimensions, floor plans, quantities, prices, and bids are estimates and must be independently verified.
- PlanCrAI does not provide architecture, engineering, surveying, code, appraisal, insurance-adjusting, or other professional services.
- Customer owns Customer Data; PlanCrAI receives the rights needed to operate and improve the Services and may use de-identified and aggregated data.
- Paid plans renew automatically unless canceled under the applicable plan or marketplace rules.
- Warranties and liability are limited, and most disputes are resolved by individual arbitration.

This summary is provided for convenience only and is not intended as a substitute for a complete review of these Terms.

THIS CONTRACT CONTAINS A BINDING ARBITRATION AGREEMENT, WHICH MAY BE ENFORCED BY THE PARTIES.

1. Eligibility, Accounts, and Authorized Users

1.1 Eligibility and Authority

Users must be at least 18 years of age and legally capable of contracting. A user accepting these Terms on behalf of a company represents that the user has authority to bind such company.

1.2 Account Information and Security

Customer must provide accurate information, protect credentials, use reasonable access controls, and promptly report suspected unauthorized access. Customer is entirely responsible for maintaining the confidentiality of its username and password and will be responsible for all activity under its accounts except to the extent caused by PlanCrAI Inc.’s breach of these Terms, negligence, or failure to maintain the security measures expressly required under these Terms, subject to Section 17. PlanCrAI will not be liable for any losses that Customer incurs as a result of someone else’s use of Customer’s password or account.

1.3 Authorized Users

Only Authorized Users (as defined below) may use the Services. Customer is responsible for each Authorized User's compliance and must promptly disable access when authorization ends. Credentials may not be shared except as the plan permits. Customer is responsible for designating account owners and administrators, assigning user roles and permissions, reviewing access privileges, and promptly removing access that is no longer authorized. Customer acknowledges that users assigned administrative, owner, finance, or similar roles may have access to company-wide operational, financial, customer, subscription, or project information. PlanCrAI Inc. may rely on instructions and approvals given by a person using an authorized administrative account.

2. Services, License, and Provider Operations

2.1 Limited License

Subject to these Terms and payment of Fees, PlanCrAI Inc. grants Customer a limited, non-exclusive, non-transferable, non-sublicensable, revocable right during the subscription term to access and use PlanCrAI and its Documentation for internal business purposes. Software and mobile applications are licensed, not sold.

2.2 Service and System Control

PlanCrAI Inc. retains sole control over operation, hosting, maintenance, management, architecture, and improvement of the Services. Customer retains control over its devices, networks, accounts, Customer systems, instructions, and users and is responsible for the results, conclusions, decisions, and actions it takes based on use of the Services.

2.3 Subcontractors

PlanCrAI Inc. may use Affiliates, cloud hosts, payment processors, analytics providers, support vendors, and other subcontractors. PlanCrAI Inc. remains responsible for their performance to the same extent as if it performed the applicable obligation, subject to these Terms. Personal-data subprocessors will be identified through the [Privacy Policy](#), Data Processing Addendum, or subprocessor list.

2.4 Changes and Beta Features

PlanCrAI Inc. may change interfaces, algorithms, devices, integrations, exports, and features but will use commercially reasonable efforts to give advance notice of a material reduction in core paid functionality. Beta, trial, and preview features may be changed or discontinued without service commitments, warranties, indemnities, or support.

2.5 Enterprise Governance and Change Orders

If required by an Order Form for enterprise customers, each Party will designate a Service Manager to coordinate implementation, support, integrations, and day-to-day administration of the Services. A Service Manager may provide routine operational approvals but may not amend these Terms or an Order Form, waive contractual requirements, or bind a Party to additional Fees or material obligations unless expressly authorized.

Enterprise Customers may request custom configurations, integrations, data migrations, reports, workflows, or professional services. PlanCrAI Inc. may accept or reject any request in its discretion. A requested change is binding only if documented in a written or electronically accepted Order Form, statement of work, or change order approved by authorized representatives of both Parties. The document will describe the applicable scope, responsibilities, assumptions, specifications, Fees, schedule, dependencies, acceptance criteria, and effect on existing commitments.

Unless expressly stated otherwise, schedules are estimates and depend on Customer's timely cooperation. Customer-caused delays may result in reasonable adjustments to scope, schedule, and Fees. PlanCrAI Inc. retains ownership of the Services and all underlying tools, software, algorithms, models, methods, templates, know-how, and other Provider Materials used or developed in performing the work.

PlanCrAI Inc. may modify the generally available Services without a change order to maintain or improve security, reliability, performance, functionality, usability, legal compliance, or competitiveness. No roadmap, demonstration, proposal, feature request, support communication, or other informal statement constitutes a commitment to deliver future functionality or an amendment to these Terms.

2.6 Third-Party Materials and Flow-Through Terms

Certain components, datasets, pricing sources, maps, device capabilities, export formats, open-source software, and integrations may be supplied by third parties. Customer's use of Third-Party Materials is subject to applicable third-party terms identified in the Documentation, marketplace, integration screen, or order form. If Customer does not agree to those terms, Customer must not enable or use the affected Third-Party Materials.

2.7 Provider Disabling Devices and Lawful Controls

PlanCrAI Inc. may use technical controls to enforce subscription periods, usage allocations, security requirements, and suspension or termination rights. PlanCrAI Inc. will not intentionally deploy malicious code designed to damage Customer systems or Customer Data. Technical controls do not relieve PlanCrAI Inc. of any express obligation to provide notice or restore access after the basis for suspension is cured. Customizations, implementation services, integrations, specifications, and material changes are effective only through an Order Form or change order accepted by authorized representatives of each Party.

3. LiDAR, Measurement, and Estimation Disclaimers

3.1 Estimated Outputs

PlanCrAI may use LiDAR, cameras, device sensors, user inputs, third-party data, rules, statistical methods, or machine learning to generate scans, dimensions, areas, volumes, floor plans, recognition results, quantity takeoffs, material lists, labor assumptions, pricing, budgets, bids, proposals, and schedules (collectively, "**Project Outputs**"). Customer acknowledges that Project Outputs are estimates and may be incomplete, inaccurate, delayed, or unsuitable.

3.2 Accuracy Factors

Accuracy may be affected by device model and condition, sensor calibration, software version, lighting, movement, reflective or transparent surfaces, obstructions, room geometry, unfinished or inaccessible areas, connectivity, user technique, imported data, and pricing variability.

3.3 Independent Verification

Customer must independently verify dimensions, quantities, scope, prices, labor rates, taxes, code requirements, site conditions, and Project Outputs before bidding, contracting, ordering materials, scheduling labor, seeking permits, submitting insurance information, commencing work, or making financial, safety, or construction decisions. Customer is solely responsible for final estimates, proposals, contracts, and work.

3.4 No Professional or Safety-Critical Services

PlanCrAI is not a substitute for architectural, engineering, surveying, quantity-surveying, appraisal, legal, tax, accounting, insurance-adjusting, code, permitting, safety, or other licensed or professional services. It must not be the sole basis for structural, life-safety, hazardous-material, emergency-response, or other safety-critical decisions.

3.5 Pricing

Pricing may be historical, regional, third-party, user-provided, or modeled and may exclude current supplier quotes, availability, delivery, minimum charges, waste, tariffs, taxes, or site conditions. PlanCrAI Inc. does not guarantee that a bid will be profitable, accepted, or sufficient.

3.6 AI-Assisted Features

PlanCrAI may use artificial intelligence, machine learning, and automated processing to assist with project summaries, photo descriptions, proposal language, customer communications, executive summaries, data cleanup, measurement analysis, pricing, and other features. AI-generated content may be incomplete, inaccurate, outdated, misleading, or unsuitable for Customer's intended purpose. AI features may be unavailable, limited, modified, or subject to separate usage allocations. If an AI feature is unavailable or produces an unsuitable result, Customer is responsible for using available non-AI tools or manually preparing the applicable content.

Customer is responsible for reviewing, verifying, editing, and approving AI-generated content before relying on it or sending, publishing, presenting, or otherwise providing it to a customer, property owner, supplier, subcontractor, insurer, governmental authority, or other third party. Customer must verify all measurements, project conditions, scope descriptions, products, quantities, prices, dates, recipients, contractual commitments, and other material information.

Customer will not represent that AI-generated content has been independently verified, professionally certified, or guaranteed by PlanCrAI Inc. PlanCrAI Inc. is not responsible for a decision, communication, proposal, estimate, commitment, or other action taken based on AI-generated content that Customer has not independently verified.

3.7 Accounting, Financial, and Inventory Information

PlanCrAI may display or synchronize estimates, invoices, payments, expenses, inventory quantities, costs, accounting records, and other financial or operational information. Such information may be incomplete, delayed, duplicated, incorrectly mapped, or affected by Customer inputs or Third-Party Services.

PlanCrAI is not an accounting, bookkeeping, tax, banking, payment, inventory-control, or financial-advisory service. Customer is responsible for reviewing and reconciling all financial and inventory information against Customer's books, bank records, supplier records, physical inventory, and applicable third-party systems before relying on it. Customer must independently confirm that an integration or synchronization was completed successfully. PlanCrAI Inc. is not responsible for a missed payment, tax filing, material order, inventory shortage, accounting entry, or other decision based on unverified information or an unsuccessful synchronization.

4. Use Restrictions

Customer shall not, and shall not permit another person to:

- a) reverse engineer, decompile, disassemble, discover source code, or circumvent protections except where law prohibits the restriction;
- b) copy, modify, resell, sublicense, time-share, or operate the Services as a service bureau, except for intended sharing of Project Outputs;
- c) scrape, harvest, probe, overload, disrupt, benchmark publicly, or gain unauthorized access to the Services;
- d) upload viruses or malicious code or other malicious, unlawful, deceptive, infringing, or harmful material;
- e) do anything that could disable, impair, or overburden the Services as a means of preventing the proper working order of the Services (e.g., a denial of service attack) or otherwise commit any act intended to interfere with the Services or PlanCrAI Inc.'s business;
- f) extract models or datasets, or use the Services to develop or train a competing product;
- g) export, transfer, copy, modify, convert into another programming language, or development derivative code from the Services;
- h) represent Project Outputs as guaranteed, independently verified, professionally stamped, or certified by PlanCrAI Inc.;
- i) manipulate identifiers to disguise the origin of any content created or transmitted through the Services;

- j) scan a property without required permissions, notices, and consents; or
- k) violate law, sanctions, export controls, privacy or intellectual-property rights, contracts, or marketplace rules.

If PlanCrAI Inc. determines, in its reasonable discretion, that Customer has acted inappropriately, PlanCrAI Inc. reserves the right to remove content, terminate Customer's account, prohibit Customer from using the Services, and take appropriate legal action.

5. Customer Responsibilities and Cooperation

5.1 Devices and Field Conditions

Customer is responsible for compatible devices, operating systems, connectivity, safe scanning practices, site access, and manufacturer instructions. Customer and its representative shall not use the Services while driving, operating equipment, or in unsafe conditions.

5.2 Rights and Consents

Customer represents that it has all rights, permissions, notices, consents, and lawful bases needed for scans, images, floor plans, addresses, occupant information, and other Customer Data.

5.3 Customer Deliverables and Decisions

Customer agrees that it controls and is solely responsible for bids, proposals, reports, exports, communications, commitments, and work based on PlanCrAI. Customer will be solely responsible for all costs, liabilities and losses incurred, and activities undertaken by Customer in connection with Customer's use of the Services, including, without limitation, any costs Customer may incur from its internet service provider or phone carrier from sending or receiving information through or accessing the Services.

5.4 Proposals, Acceptances, and Electronic Signatures

PlanCrAI may permit Customer to prepare, send, present, accept, or electronically sign proposals, authorizations, change orders, or other project documents. PlanCrAI Inc. is not a party to any agreement between Customer and Customer's customer, property owner, subcontractor, supplier, or other third party.

Customer is solely responsible for the content, completeness, accuracy, legal sufficiency, required disclosures, delivery, execution, retention, and enforceability of each document. Customer must determine whether electronic delivery, acceptance, or signature is appropriate and whether additional consent, authentication, witness, notarization, paper copies, or other procedures are required. PlanCrAI Inc. does not warrant that an electronic signature, click, timestamp, audit record, or other electronic evidence will satisfy every legal, contractual, evidentiary, or regulatory requirement. Customer is responsible for preserving complete copies of executed documents and associated records.

5.5 Customer Communications

Customer may use PlanCrAI to prepare, schedule, or send emails, text messages, reminders, proposals, and other communications. Customer is solely responsible for selecting recipients, verifying contact information, reviewing and approving content, determining whether a communication is transactional or marketing, and obtaining and maintaining all notices, consents, permissions, and records required by applicable law.

Customer will honor applicable opt-out, unsubscribe, do-not-contact, and revocation requests and will not use PlanCrAI to send unlawful, deceptive, harassing, or unauthorized communications. Customer is responsible for the timing, frequency, recipients, and content of communications sent through Customer's account, including AI-assisted or automatically generated communications. PlanCrAI Inc. may provide templates, automation tools, or suppression features for convenience but does not provide legal advice or guarantee that Customer's communications comply with applicable law.

5.6 Cooperation and Customer Failure

Customer will timely provide accurate, current, and complete information, access, decisions, personnel, and cooperation reasonably needed for the implementation, support, or security of the Services. PlanCrAI Inc. is not responsible for delay, non-performance, or increased cost caused by Customer's delay, inaccurate instructions, incompatible systems, or unmet dependencies.

6. Customer Data, Property Scans, and Analytics

6.1 Ownership

As between the Parties, Customer owns and retains all right, title, and interest in and to Customer Data. PlanCrAI Inc. owns and retains all right, title, and interest in and to the Services, Usage Data, and de-identified or aggregated data. Customer's ownership of Customer Data does not give Customer any ownership interest in: a) the Services or Provider Materials, b) PlanCrAI Inc.'s software, algorithms, models, formulas, workflows, methods, templates, interfaces, taxonomies, or data structures, c) third-party data or third-party Materials; d) improvements or modifications to the generally available Services; or e) Usage Data or Aggregated Data created in accordance with these Terms.

6.2 Service License

Customer grants PlanCrAI Inc. and PlanCrAI Inc.'s Affiliates and subcontractors a non-exclusive, worldwide, royalty-free license to host, store, reproduce or copy, transmit, analyze, calculate, display, modify, classify, create technical derivatives of, and otherwise process Customer Data to the extent reasonably necessary to: a) provide, operate, maintain, configure, and support the Services; b) generate Project Outputs requested by Customer; c) enable collaboration, sharing, integrations, and exports selected by Customer; d) authenticate users and administer accounts; e) prevent, detect, investigate, and remediate fraud, abuse, security threats, errors, and technical problems; f) enforce these Terms and applicable Order Forms; g) comply with Customer's instructions; h) comply with applicable law and valid legal process; and i) perform other activities disclosed in the [Privacy Policy](#) or an applicable Data Processing Addendum.

This license is limited to the purposes described above and does not authorize PlanCrAI Inc. to sell identifiable Customer Data or use identifiable Customer Data for unrelated advertising. The license will continue after expiration or termination only to the extent reasonably necessary to complete an authorized transaction, provide a post-termination retrieval period, maintain backups, comply with law, resolve disputes, enforce agreements, prevent fraud or abuse, or exercise PlanCrAI Inc.'s rights in Aggregated Data and Feedback.

6.3 Sharing and Collaboration

Customer may use available features to share projects, scans, floor plans, estimates, reports, exports, and other Customer Data with employees, customers, subcontractors, suppliers, insurers, adjusters, property owners, and other recipients selected by Customer.

By initiating or enabling sharing, Customer instructs PlanCrAI Inc. to make the applicable Customer Data available to the selected recipient according to the permissions and settings chosen by Customer. Customer is responsible for: a) confirming the identity and authority of each recipient; b) configuring sharing permissions appropriately; c) limiting disclosure to information reasonably necessary for the intended purpose; d) revoking access when no longer appropriate; and e) the recipient's use of Customer Data after authorized disclosure.

PlanCrAI Inc. is not responsible for a recipient's copying, downloading, further disclosure, modification, retention, or misuse of Customer Data after Customer has authorized access. Revoking a shared link or account permission may not delete copies previously downloaded or retained by a recipient.

6.4 Aggregated and De-Identified Data

PlanCrAI Inc. may create and use Aggregated Data derived from Customer Data or Service use. As used herein, "Aggregated Data" means information derived from Customer Data, Usage Data, or use of the Services that has been

aggregated, de-identified, or otherwise processed so that it does not reasonably identify Customer, an Authorized User, a property owner or occupant, or a specific residence. PlanCrAI Inc. may create, use, reproduce, distribute, disclose, commercialize, and otherwise exploit Aggregated Data for lawful purposes, including: a) service operation and improvement; b) measurement and recognition accuracy; c) pricing and construction-market analytics; d) benchmarking and industry reports; e) security and fraud prevention; f) research and development; g) development and evaluation of algorithms and models; h) capacity planning; and i) development of new products and features.

PlanCrAI Inc. will maintain reasonable technical and organizational measures designed to prevent Aggregated Data from being associated with an identifiable person, customer, or specific residence. PlanCrAI Inc. will not attempt to re-identify Aggregated Data except to test or improve its de-identification safeguards, investigate security or fraud, or as otherwise permitted by applicable law. If PlanCrAI Inc. discloses Aggregated Data to a third party, PlanCrAI Inc. will take reasonable measures appropriate to the circumstances to require that the third party not attempt to re-identify the information.

6.5 Model Training and Feedback

PlanCrAI Inc. may use Usage Data, feedback, and Aggregated Data to develop, train, test, validate, evaluate, maintain, and improve the Services and PlanCrAI Inc.'s algorithms, machine-learning systems, measurement tools, recognition functions, pricing tools, and other models. Notwithstanding the foregoing, PlanCrAI Inc. will not use identifiable Customer Data, including identifiable property scans, floor plans, photographs, addresses, customer records, bids, or estimates, to train a model made generally available to other customers unless: a) Customer has expressly opted in; b) the applicable Order Form expressly permits that use; or c) the [Privacy Policy](#) clearly discloses that use and applicable law permits it.

Operational processing of Customer Data to produce Customer-requested results, detect errors, provide support, prevent abuse, or evaluate the performance of the Services for Customer is not prohibited model training. If Customer authorizes identifiable Customer Data for model training, the applicable authorization should describe the categories of data, purposes, retention period, whether authorization may be withdrawn, and the effect of withdrawal on data already incorporated into a trained model.

Customer may provide PlanCrAI with Feedback but agrees that it will not be compensated for its Feedback. Customer grants PlanCrAI Inc. a perpetual, irrevocable, worldwide, transferable, sublicensable, royalty-free license to use, reproduce, modify, disclose, commercialize, and otherwise exploit Feedback for any lawful purpose without restriction, attribution, or compensation.

7. Privacy, Security, and Data Breach Procedures

7.1 Privacy

Personal information will be processed under PlanCrAI Inc.'s [Privacy Policy](#) and, where applicable, Data Processing Addendum. Customer shall not submit sensitive or regulated data prohibited by Documentation.

7.2 Information Security

PlanCrAI Inc. will maintain commercially reasonable administrative, technical, organizational, and physical safeguards designed to protect Customer Data in its possession or control against unauthorized access, use, disclosure, alteration, loss, or destruction. These safeguards may include, as appropriate to the nature of the Services and the risks presented, access controls, authentication measures, encryption, monitoring, vulnerability management, secure development practices, personnel training, vendor oversight, backup and recovery procedures, and incident-response processes.

PlanCrAI Inc. may update its security measures to reflect changes in technology, threats, applicable law, and the Services, provided that it will not materially reduce the overall security of the Services during Customer's then-current paid subscription term. Customer acknowledges, however, that no information system is completely secure, and PlanCrAI Inc. does not guarantee that the Services will be free from every vulnerability, attack, or unauthorized access.

Customer is responsible for protecting its devices, systems, locally stored files, account settings, and Access Credentials; limiting access to Authorized Users; and promptly notifying PlanCrAI Inc. of any suspected unauthorized access or security issue involving Customer's account.

PlanCrAI Inc.'s security program will be reasonably designed for the nature of the Services and Customer Data and will include, as appropriate: access controls and least-privilege practices; authentication and credential management; encryption in transit and at rest where commercially reasonable; vulnerability and patch management; logging and monitoring; personnel confidentiality obligations; vendor risk management; backup and recovery practices; incident response; and periodic risk assessment. Specific certifications or audit reports apply only if identified in an Order Form or security policy.

7.3 Security Incidents

A **"Security Incident"** means a confirmed unauthorized access to, acquisition of, disclosure of, alteration of, loss of, or destruction of Customer Data in PlanCrAI Inc.'s possession or control that materially compromises the confidentiality, integrity, or availability of that Customer Data. A Security Incident does not include an unsuccessful attempt that does not compromise Customer Data, authorized activity, or an incident limited to Customer's devices, systems, accounts, or Access Credentials that was not caused by PlanCrAI Inc.'s breach of these Terms.

Upon becoming aware of a Security Incident, PlanCrAI Inc. will take commercially reasonable steps to investigate, contain, mitigate, and remediate the Security Incident. PlanCrAI Inc. will notify Customer without undue delay after confirming a Security Incident if notice is required by applicable law, an applicable Data Processing Addendum, or an executed Order Form.

To the extent reasonably available and legally permitted, the notice will describe the nature of the Security Incident, the categories of Customer Data affected, the known or reasonably anticipated consequences, and the measures taken or planned in response. PlanCrAI Inc. may provide information in phases as its investigation progresses and will provide reasonable cooperation to assist Customer with applicable legal obligations.

Customer will promptly notify PlanCrAI Inc. of suspected unauthorized access involving Customer's account or Access Credentials and will reasonably cooperate with PlanCrAI Inc.'s investigation and remediation efforts. Notice or response to a Security Incident does not constitute an admission of fault or liability. PlanCrAI Inc.'s obligations under this Section remain subject to Section 17, except to the extent applicable law prohibits such limitations.

7.4 Data Location

PlanCrAI Inc. and its Affiliates and subprocessors may process, host, store, transmit, access, and support Customer Data from the United States and any other country in which PlanCrAI Inc. or its Affiliates or subprocessors maintain facilities or personnel, subject to applicable law, PlanCrAI Inc.'s [Privacy Policy](#), and any applicable Data Processing Addendum. Customer acknowledges that Customer Data may be transferred to and processed in countries other than the country in which Customer, an Authorized User, or the property associated with Customer Data is located and that the privacy and data-protection laws of those countries may differ from those of the originating jurisdiction.

Where applicable law requires a lawful mechanism for the transfer of personal information across national borders, PlanCrAI Inc. will implement an appropriate transfer mechanism, which may include standard contractual clauses, an adequacy determination, a recognized data-privacy framework, or another legally permitted mechanism.

PlanCrAI Inc. does not make any representation or commitment that Customer Data will be stored or processed exclusively within a particular country, state, province, region, data center, or geographic location unless that commitment is expressly set forth in an Order Form or other written agreement executed by PlanCrAI Inc. Customer is responsible for determining whether its use of the Services and submission of Customer Data comply with any data-location, data-sovereignty, localization, contractual, professional, or regulatory requirements applicable to Customer.

7.5 Customer Security Responsibilities

Customer will use commercially reasonable administrative, physical, and technical safeguards for Customer systems, devices, credentials, and locally stored exports. Customer will configure access appropriately, promptly remove departed users, install supported updates, avoid sharing credentials, and notify PlanCrAI Inc. of suspected compromise. Customer is responsible for security incidents arising from Customer systems or credentials except to the extent caused by PlanCrAI Inc.'s breach.

7.6 Sensitive and Regulated Data

Unless expressly authorized in an order form or Documentation, Customer will not use PlanCrAI to process payment-card data, Social Security numbers, health information subject to HIPAA, government-classified information, export-controlled technical data, biometric identifiers used for identification, or other specially regulated data. Property geometry and room scans may be sensitive even when not legally classified as personal information, and Customer will limit collection and disclosure accordingly.

7.7 Required Security and Incident Notices

PlanCrAI Inc. will maintain security measures and provide notices concerning qualifying security incidents as required by applicable law. Any contractual definition, exclusion, procedure, or limitation concerning a Security Incident applies subject to any obligation that cannot lawfully be modified or waived.

8. Third-Party Services and Mobile Marketplaces

8.1 Third-Party Services

PlanCrAI may access, incorporate, or interoperate with third-party software, services, devices, operating systems, application programming interfaces, data sources, maps, pricing information, payment processors, cloud services, integrations, and other materials (collectively, “**Third-Party Services**”). Third-Party Services are governed by their own terms, privacy policies, fees, and technical requirements. Unless expressly stated in an Order Form, Third-Party Services are not part of the Services provided by PlanCrAI Inc, and PlanCrAI Inc. does not control and is not responsible for the availability, accuracy, security, performance, modification, suspension, or discontinuation of Third-Party Services.

8.2 Customer-Enabled Integrations

If Customer enables an integration, Customer authorizes PlanCrAI Inc. to exchange Customer Data with the applicable Third-Party Service as necessary to provide the integration. Customer is responsible for selecting the integration, obtaining required accounts and rights, configuring permissions, and complying with the third party's terms. Once Customer Data is transmitted to a Third-Party Service at Customer's direction, that third party's terms and privacy practices govern its processing. PlanCrAI Inc. is not responsible for the third party's use, retention, disclosure, alteration, deletion, or security of Customer Data. Disabling an integration may not delete information previously provided to the third party.

8.3 Third-Party Data and Device Dependencies

PlanCrAI may use third-party pricing, mapping, property, product, labor, or other data. Such information may be incomplete, inaccurate, delayed, or unavailable and must be independently verified before Customer relies on it. Certain features depend on compatible devices, LiDAR sensors, cameras, operating systems, permissions, connectivity, and third-party technology. Features and accuracy may vary by device and operating environment. PlanCrAI Inc. does not warrant continued compatibility with every device, sensor, operating system, or Third-Party Service.

8.4 Changes to Third-Party Services

PlanCrAI Inc. may modify, replace, suspend, or discontinue an integration or feature that depends on a Third-Party Service if that service changes, becomes unavailable, imposes new restrictions or costs, presents a security or legal risk, or is no

longer commercially reasonable to support. When practicable, PlanCrAI Inc. will notify Customer of a change that materially reduces core paid functionality.

8.5 Mobile Marketplaces

If Customer downloads or purchases PlanCrAI through Apple's App Store or another Mobile Marketplace: a) these Terms are between Customer and PlanCrAI Inc., not the marketplace operator; b) Customer must comply with the marketplace's applicable terms and usage rules; c) the marketplace may administer payment, renewal, cancellation, taxes, and refunds; d) Customer must manage the subscription through the marketplace account; e) deleting the application does not cancel the subscription; f) PlanCrAI Inc. may be unable to cancel or refund a marketplace transaction directly; and g) the marketplace's rules control any matter administered exclusively by that marketplace. The [Apple App Store Terms](#) apply to PlanCrAI downloaded through Apple's App Store.

8.6 Disclaimer

To the maximum extent permitted by law, Third-Party Services are provided "as is" and "as available." PlanCrAI Inc. is not liable for losses caused by a Third-Party Service, Customer's configuration or use of an integration, third-party handling of Customer Data, marketplace action, device incompatibility, or a third party's modification or discontinuation of its products or services.

9. Availability, Support, Backups, and Service Levels

9.1 Availability

PlanCrAI Inc. will use commercially reasonable efforts to make paid production Services available, excluding scheduled or emergency maintenance, beta features, force majeure, third-party failures, marketplace outages, connectivity or device failures, Customer-caused issues, and permitted suspension. No service credit applies unless an order form or SLA states otherwise.

9.2 Support

During an active paid subscription, PlanCrAI Inc. will provide the standard technical support included with Customer's plan through its generally available support channels. PlanCrAI Inc. will use commercially reasonable efforts to respond to support requests, but response and resolution times are not guaranteed unless expressly stated in an executed Order Form or service-level agreement. Customer will provide information and cooperation reasonably necessary to investigate reported issues and authorizes PlanCrAI Inc. to access Customer Data as reasonably necessary to provide support.

Standard support does not include custom development, data migration, measurement or estimate verification, professional advice, unsupported devices, or issues caused by Customer systems, inputs, scanning conditions, or Third-Party Services. Additional support, training, or professional services may be available for additional Fees. Free, trial, beta, and preview Services may receive limited support or no support.

9.3 Backups

PlanCrAI Inc. may maintain routine backups of Customer Data for business continuity, disaster recovery, security, and operational purposes in accordance with its then-current backup and retention practices. Backups are maintained as part of PlanCrAI Inc.'s internal systems and are not an archival service for Customer. PlanCrAI Inc. does not guarantee that any particular item of Customer Data, Project Output, project version, scan, floor plan, estimate, image, export, or other record will be included in a backup or capable of being restored.

Customer is responsible for regularly exporting and maintaining independent copies of all Customer Data and Project Outputs that Customer requires for bidding, contracting, construction, permitting, insurance, recordkeeping, legal compliance, or other business purposes. Customer must not rely on the Services as its sole system of record or its sole means of preserving Customer Data or Project Outputs.

If Customer Data is lost, damaged, or corrupted as a direct result of a failure of the Services or PlanCrAI Inc.'s systems, PlanCrAI Inc. will use commercially reasonable efforts to restore the affected Customer Data from the most recent backup that PlanCrAI Inc. determines is available and reasonably usable.

Except to the extent otherwise required by applicable law or expressly provided in an executed Order Form, PlanCrAI Inc.'s commercially reasonable efforts to restore Customer Data constitute Customer's sole and exclusive remedy, and PlanCrAI Inc.'s sole obligation, for the loss, alteration, damage, corruption, deletion, or failure to store Customer Data. Backups may be encrypted, geographically distributed, retained for limited periods, and deleted or overwritten in the ordinary course. Following expiration or termination of Customer's account, PlanCrAI Inc. may retain Customer Data in backups until those backups are deleted or overwritten under PlanCrAI Inc.'s ordinary retention schedule, and any retained Customer Data will remain subject to the applicable confidentiality and security obligations of these Terms.

9.4 Scheduled Downtime

PlanCrAI Inc. may perform scheduled maintenance at reasonable times and intervals. When practicable, it will schedule material planned outages outside customary business hours and provide advance notice through email, status page, or in-product notice. Emergency maintenance may occur without advance notice when reasonably necessary to protect security, integrity, or availability.

9.5 Service-Level Measurement and Exclusions

If an Order Form includes an availability commitment, availability will be measured monthly using PlanCrAI Inc.'s monitoring records. Unavailability caused by Customer systems or acts, unsupported devices, internet or telecommunications failures, Third-Party Materials, marketplace outages, force majeure, scheduled or emergency maintenance, beta features, usage beyond allocations, or permitted suspension will be excluded. Intermittent degradation that does not materially prevent core use is not downtime.

9.6 Service Credits

If an Order Form provides service credits, Customer must request a credit within 30 days after the affected month and provide reasonable supporting information. Credits are calculated only against the monthly recurring Fee for the affected Service, may not exceed the percentage stated in the Order Form (if applicable), are applied to future invoices, and are Customer's exclusive monetary remedy for failure to meet the applicable availability commitment.

9.7 Data Restoration

If loss or corruption of Customer Data is caused by PlanCrAI systems and recoverable from an available backup, PlanCrAI Inc. will use commercially reasonable efforts to restore the most recent recoverable version. Restoration is Customer's exclusive remedy for such loss or corruption, except to the extent a different remedy is required by law or stated in an executed order form. PlanCrAI does not replace Customer's independent backup obligations. PlanCrAI Inc. may maintain operational backups but cannot guarantee that restoration will recover all Customer Data, preserve all relationships or metadata, or return Customer Data to its condition immediately before the loss, damage, or corruption.

10. Subscriptions and Usage Allocations

10.1 Plans and Metering

Features, users, projects, scans, exports, storage, and estimation runs depend on the selected plan. If Customer exceeds an allocation, PlanCrAI Inc. may charge overages, require an upgrade, restrict functionality, or suspend the affected feature. PlanCrAI Inc.'s usage records control absent manifest error.

10.2 Rollover

Credits roll over only if the plan expressly permits. They have no cash value, are non-transferable, may require an active subscription, and expire as stated in the Subscription Payment Terms (as defined below).

10.3 Allocation Notices and Service Degradation; Audits

PlanCrAI Inc. may provide usage notices when Customer approaches an allocation, but failure to provide a notice does not waive Fees or limits. Exceeding allocations may cause throttling, feature restrictions, delayed processing, reduced export capability, or automatic overage charges disclosed at purchase. Customer is not entitled to service credits for degradation caused by exceeding allocations.

Customer will maintain records sufficient to verify Authorized Users and usage-based Fees during the term and for two years. Where audits are permitted by an Order Form with an enterprise Customer, then no more than annually, unless PlanCrAI Inc. reasonably suspects material misuse or underpayment, PlanCrAI Inc. may request relevant records or conduct a remote audit on reasonable notice with minimal disruption. Customer will pay verified undercharges and reasonable audit costs if the undercharge exceeds five percent. Audit information is Confidential Information.

10.4 State Subscription Rights

PlanCrAI Inc. will provide disclosures, confirmations, renewal notices, price-change notices, cancellation methods, and refunds required by applicable law. If applicable law gives Customer a cancellation, non-renewal, refund, or notice right that is more favorable than these Terms, the applicable law will control to the extent of the conflict.

11. Billing, Renewal, Taxes, and Price Changes

11.1 Payment Authorization

By purchasing a paid subscription or other paid Service directly from PlanCrAI Inc., Customer authorizes PlanCrAI Inc. and its payment processors to charge Customer's selected payment method for all applicable subscription Fees, renewal Fees, usage-based charges, overage charges, add-ons, taxes, and other amounts disclosed at the time of purchase or incurred under Customer's applicable plan or Order Form.

Customer will provide accurate and current billing information and is responsible for ensuring that its payment method remains valid and has sufficient funds or credit. Customer represents that it is authorized to use the payment method provided. PlanCrAI Inc. may retry a declined or unsuccessful charge and may request an alternative payment method, suspend access, or exercise other rights available under these Terms.

If Customer purchases PlanCrAI through a Mobile Marketplace, the marketplace will process the transaction under its applicable billing terms. Customer authorizes the marketplace to charge the payment method associated with Customer's marketplace account and must manage billing information through that marketplace.

11.2 Automatic Renewal

UNLESS CANCELED UNDER THE APPLICABLE PLAN TERMS, EACH PAID SUBSCRIPTION AUTOMATICALLY RENEWS FOR SUCCESSIVE PERIODS EQUAL TO THE EXPIRING BILLING CYCLE, AND THEN-CURRENT FEES WILL BE CHARGED AT THE START OF EACH RENEWAL PERIOD.

11.3 Taxes and Price Changes

Fees exclude sales, use, excise, VAT, GST, and similar taxes. Customer is responsible for taxes other than taxes on PlanCrAI Inc.'s net income. Prices may change at renewal or the next billing cycle after required advance notice. Fixed-term pricing remains fixed during the committed term except for disclosed usage and tax adjustments.

12. Cancellation, Suspension, Termination, and Data Return

12.1 Cancellation and Refunds

Customer may turn off auto-renewal through account settings, the marketplace, or as otherwise provided in the Subscription Payment Terms. Deleting the app does not cancel Customer's subscription. Except as required by law, order form, or

marketplace rules, Fees are non-refundable, and no credits are provided for partial periods, unused allocations, downgrades, or canceled projects.

12.2 Suspension

PlanCrAI Inc. may temporarily suspend Customer's or any Authorized User's access to all or any portion of the Services if PlanCrAI Inc. reasonably determines that: (a) Customer or an Authorized User has breached these Terms, an Order Form, or an applicable usage limitation; (b) any Fees or other amounts remain unpaid after their due date; (c) Customer or an Authorized User is using the Services in a fraudulent, unlawful, unauthorized, abusive, or misleading manner; (d) Customer's or an Authorized User's use of the Services poses a security risk to the Services, Customer Data, PlanCrAI Inc., another customer, or any third party; (e) such use disrupts or may impair the operation, integrity, availability, or performance of the Services or any related system; (f) Customer has exceeded applicable user, project, scan, storage, processing, export, or other usage allocations; (g) suspension is required by applicable law, court order, governmental request, or marketplace requirement; (h) a third-party service provider necessary to provide the Services has suspended or terminated PlanCrAI Inc.'s access to its products or services; (i) Customer has become subject to bankruptcy, insolvency, dissolution, receivership, or a similar proceeding, to the extent suspension is permitted by applicable law; or (j) suspension is reasonably necessary to investigate or prevent suspected fraud, misuse, unauthorized access, or other harm.

PlanCrAI Inc. may also suspend access to address scheduled or emergency maintenance, a security incident, a threat or attack involving the Services or related systems, or circumstances beyond PlanCrAI Inc.'s reasonable control that materially affect its ability to provide the Services. Suspension does not relieve Customer of its obligation to pay Fees incurred before or during the suspension, including committed subscription Fees, except to the extent an applicable Order Form expressly provides otherwise. PlanCrAI Inc. will have no liability for losses arising from a suspension authorized by this Section, subject to liability that cannot lawfully be excluded or limited.

12.3 Suspension Notice, Scope, and Restoration

When practicable, PlanCrAI Inc. will provide notice describing the reason for suspension and steps required for restoration. PlanCrAI Inc. will use commercially reasonable efforts to limit suspension to affected users, projects, or functions and to restore access promptly after the cause is cured. PlanCrAI Inc. is not liable for consequences of a suspension permitted by these Terms, but this does not excuse obligations that cannot lawfully be limited.

12.4 Effective Date and Termination

These Terms become effective when Customer first accepts them, creates an account, downloads or installs PlanCrAI, purchases a subscription, or otherwise accesses or uses the Services. They remain effective until terminated.

Customer may terminate these Terms by canceling all active subscriptions, discontinuing use of the Services, and closing Customer's account. Subscriptions purchased through a Mobile Marketplace must be canceled through that marketplace. Cancellation ordinarily takes effect at the end of the current paid subscription term, and Fees are non-refundable except as required by law or expressly stated in an Order Form.

PlanCrAI Inc. may terminate these Terms or Customer's access to the Services if Customer fails to pay amounts when due, materially breaches these Terms and fails to cure the breach within 30 days after notice, engages in unlawful or fraudulent activity, misuses the Services, creates a security or operational risk, becomes insolvent, or if termination is required by law or a Mobile Marketplace. PlanCrAI Inc. may terminate free, trial, beta, preview, or evaluation Services at any time and may discontinue generally available Services on reasonable notice.

12.5 Effect of Termination and Data Return

Upon expiration or termination, all rights granted to Customer and its Authorized Users with respect to the affected Services will terminate, and PlanCrAI Inc. may disable the applicable accounts, credentials, integrations, and access. Customer shall pay all Fees, taxes, overage charges, interest, and other amounts accrued or payable through the effective date. If PlanCrAI Inc. terminates for Customer's breach or nonpayment, unpaid Fees associated with a committed subscription term will become immediately due to the extent permitted by law and the applicable Order Form or Subscription Payment Terms.

Subject to payment of amounts due, Customer may use PlanCrAI's then-current self-service tools to export then-available Customer Data during the retrieval period stated in Schedule 1 or, if no period is stated, for 30 days after expiration or termination. PlanCrAI Inc. may limit the account to view-only or export-only functionality during that period. Exports may not preserve all formatting, metadata, calculations, visualizations, pricing logic, revision history, or proprietary functionality.

After the retrieval period expires, PlanCrAI Inc. may delete Customer Data from active systems. Customer Data may remain in backups, archives, logs, disaster-recovery systems, and legally required records until deleted or overwritten in the ordinary course. Retained Customer Data will remain subject to applicable confidentiality, privacy, and security obligations. PlanCrAI Inc. may retain Usage Data and lawfully aggregated or de-identified data that does not reasonably identify Customer, an Authorized User, a property owner, or a specific residence.

Customer is responsible for exporting and preserving all Customer Data and Project Outputs it wishes to retain. Except as required by law or expressly stated in an executed Order Form, PlanCrAI Inc. has no obligation to retrieve, restore, convert, or provide Customer Data after the retrieval period. Non-standard migration or transition assistance is subject to PlanCrAI Inc.'s agreement and then-current professional-services rates.

12.6 Customer Data Retrieval and Deletion

During the retrieval period stated in Schedule 1, Customer may use then-available self-service tools to export Customer Data in supported formats. PlanCrAI Inc. does not guarantee that exports will preserve every relationship, visualization, model, metadata element, or proprietary feature. Customer must request non-standard assistance before the retrieval period expires. After expiration, PlanCrAI Inc. may delete Customer Data without liability, subject to law and backup retention.

"Delete" may include deletion, de-identification, aggregation, archival, or rendering data inaccessible from Customer's active account, as appropriate to the nature of the record and applicable law. PlanCrAI Inc. may retain audit records, proposal and acceptance records, security logs, billing records, integration records, and other information reasonably necessary to document transactions, preserve system integrity, prevent fraud, comply with law, or establish or defend legal claims.

12.7 Return and Destruction of Provider Materials

Upon expiration or termination, Customer will cease using and, on request, delete or return confidential Provider materials and Documentation, except for copies embedded in lawfully retained project records. Customer will not retain software, access credentials, source materials, non-public specifications, security materials, or other Provider Confidential Information beyond the extent legally required.

On expiration or termination, and subject to payment, Customer may request an export of then-available Customer Data during the retrieval period in Schedule 1. Non-standard transition, conversion, or retrieval assistance may be charged at then-current rates. PlanCrAI Inc. may retain backups until overwritten in the ordinary course and as legally required while continuing applicable protections.

12.8 Survival

Payment, ownership, confidentiality, data rights, disclaimers, indemnification, liability limitations, dispute resolution, and provisions that by their nature should survive termination of these Terms will survive.

13. Intellectual Property

13.1 Provider Materials

PlanCrAI Inc. and its licensors own and retain all right, title, and interest in PlanCrAI and the Services, including all software, algorithms, models, methods, workflows, databases, interfaces, designs, Documentation, templates, reports, improvements, Usage Data, Aggregated Data, trademarks, and other technology or materials provided by PlanCrAI Inc.,

collectively, “**Provider Materials.**” Provider Materials do not include Customer Data. All rights not expressly granted are reserved.

13.2 Third-Party Materials and Trademarks

Third-Party Materials remain owned by their respective owners and are subject to applicable third-party terms. PlanCrAI and related names, logos, and brand features are owned by PlanCrAI Inc. or its licensors and may not be used without prior written permission. Unauthorized use or disclosure of Provider Materials may cause irreparable harm. PlanCrAI Inc. may seek injunctive or other equitable relief in addition to other available remedies.

13.3 Project Outputs

Subject to PlanCrAI Inc.’s ownership of Provider Materials and applicable third-party rights, Customer may retain, use, reproduce, and share Project Outputs lawfully generated and exported for Customer’s projects. Customer’s rights in Project Outputs do not include the underlying software, algorithms, models, methods, templates, data structures, pricing methodologies, or other Provider Materials used to generate them.

14. Confidentiality

14.1 Confidential Information

Either Party may disclose non-public information that is marked as confidential or that a reasonable person would understand to be confidential based on its nature and the circumstances of disclosure, “**Confidential Information.**” Customer Data is Customer’s Confidential Information, and PlanCrAI and the non-public Provider Materials are PlanCrAI Inc.’s Confidential Information. Confidential Information does not include information that the receiving Party can demonstrate is publicly available without breach, lawfully known without restriction before disclosure, lawfully received from another source without confidentiality obligations, or independently developed without use of the Confidential Information.

14.2 Permitted Use and Protection of Confidential Information

The receiving Party shall use Confidential Information only to exercise its rights and perform its obligations under these Terms, protect such information with at least reasonable care, and disclose such information only to representatives who need to know and are subject to confidentiality obligations. The receiving Party is responsible for its representatives’ compliance.

14.3 Compelled Disclosure and Return of Confidential Information

The receiving Party may disclose Confidential Information when required by law or valid legal process. Where legally permitted, it will provide advance notice and reasonable assistance, at the disclosing Party’s expense, in seeking confidential treatment. Upon request or termination, the receiving Party will return or destroy Confidential Information where reasonably practicable. It may retain information in ordinary backups, legally required records, and one archival legal copy, provided that retained information remains protected and is not used for another purpose.

14.4 Duration and Equitable Relief

These obligations continue for five years after disclosure and, for trade secrets, as long as the information remains protected under applicable law. Unauthorized use or disclosure may cause irreparable harm, and the disclosing Party may seek injunctive or other equitable relief.

15. Representations, Limited Warranty, and Disclaimers

15.1 Representations

Each Party represents and warrants that it is duly organized and validly existing where applicable, has authority to enter these Terms, and will comply with applicable law in performing its obligations. Customer represents and warrants that Customer Data and its use thereof do not violate applicable law or third-party rights.

15.2 Limited Warranty

For paid Services beyond licensed use of PlanCrAI, PlanCrAI Inc. warrants material conformity with Documentation under normal authorized use and that contracted professional services will be performed in a professional and competent manner by qualified personnel. The exclusive remedy is re-performance or, if uncured, termination of the affected Service and a prorated refund of prepaid Fees for the unused period.

15.3 Disclaimer

EXCEPT FOR SECTION 15.2, PLANCRAI, PROJECT OUTPUTS, DOCUMENTATION, THIRD-PARTY MATERIALS, AND BETA FEATURES ARE PROVIDED “AS IS” AND “AS AVAILABLE.” TO THE MAXIMUM EXTENT PERMITTED BY LAW, PLANCRAI INC. DISCLAIMS ALL EXPRESS, IMPLIED, STATUTORY, AND OTHER WARRANTIES, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, QUIET ENJOYMENT, AND WARRANTIES ARISING FROM COURSE OF DEALING. PLANCRAI INC. DOES NOT WARRANT THAT SERVICES OR OUTPUTS WILL BE UNINTERRUPTED, SECURE, ERROR-FREE, COMPLETE, CURRENT, PROFITABLE, CODE-COMPLIANT, OR SUITABLE FOR A PROJECT, DEVICE, BID, OR DECISION.

16. Indemnification

16.1 Customer Indemnity

Customer will defend, indemnify, and hold harmless PlanCrAI Inc. and PlanCrAI Inc.’s Affiliates, licensors, service providers, and personnel from third-party claims and losses arising from Customer Data or Customer’s use of the Services; breach of these Terms, law, or third-party rights; unauthorized scanning; Customer bids, contracts, representations, or construction work; negligence or willful misconduct; or reliance on unverified Project Outputs.

16.2 Provider IP Indemnity

For a paid enterprise plan, PlanCrAI Inc. will defend Customer against a third-party claim that unmodified PlanCrAI, used as authorized, directly infringes a United States patent, copyright, or trade secret and will pay finally awarded damages or approved settlements. This excludes claims arising from Customer Data, third-party materials, unauthorized combinations or use, modifications not made by PlanCrAI Inc., or failure to use an available non-infringing update. PlanCrAI Inc. may obtain continued use, modify or replace the affected Service, or terminate and refund prepaid Fees for the unused period. This is the exclusive remedy for infringement claims.

16.3 Procedure

A Party seeking indemnification under this Section 16, the “**Indemnified Party**,” will promptly notify the other Party, the “**Indemnifying Party**,” in writing of any third-party claim, action, suit, investigation, or proceeding for which indemnification is sought. A delay in notice will relieve the Indemnifying Party of its obligations only to the extent the delay materially prejudices the defense.

Subject to acknowledging its indemnification obligation, the Indemnifying Party will assume and control the defense and settlement of the claim at its expense using qualified counsel reasonably acceptable to the Indemnified Party. The Indemnified Party will provide reasonable cooperation at the Indemnifying Party’s expense and may participate in the defense through its own counsel at its own expense.

The Indemnifying Party will not settle a claim without the Indemnified Party’s prior written consent if the settlement:

- a) admits fault or liability by the Indemnified Party;
- b) fails to provide a full and unconditional release;
- c) imposes an obligation, payment, restriction, or injunctive relief on the Indemnified Party; or

- d) materially affects the Indemnified Party's business, reputation, intellectual property, Customer Data, or continued use or provision of the Services.

Consent will not be unreasonably withheld, conditioned, or delayed when the settlement requires only payment by the Indemnifying Party, provides a complete release, contains no admission by the Indemnified Party, and imposes no other obligation.

If the Indemnifying Party fails to timely assume or diligently conduct the defense, the Indemnified Party may defend and reasonably settle the claim after providing reasonable notice. The Indemnifying Party will reimburse the Indemnified Party for covered Losses and reasonable defense costs, subject to its right to contest coverage. These indemnification obligations apply only to third-party claims.

16.4 Defense Control and Settlement

The Indemnifying Party will assume the defense with qualified counsel reasonably acceptable to the Indemnified Party. The Indemnified Party may participate with its own counsel at its expense. The Indemnifying Party may not settle a claim in a manner that admits wrongdoing by, imposes non-monetary obligations on, fails to fully release, or restricts the business of the Indemnified Party without prior written consent, which consent may not be unreasonably withheld.

If the Indemnifying Party does not timely assume the defense after receiving notice, the Indemnified Party may defend and reasonably settle the claim, and the Indemnifying Party will reimburse covered Losses, subject to its right to contest whether the claim is covered. Delay in notice relieves obligations only to the extent of material prejudice.

16.5 Infringement Mitigation

If PlanCrAI is or is likely to be enjoined, PlanCrAI Inc. may, at its expense and option, obtain the right to continue use, modify the affected Service to be non-infringing without materially reducing core functionality, replace it with a substantially equivalent service, or terminate the affected Service and refund prepaid Fees for the unused period. Customer will implement a non-infringing update made available by PlanCrAI Inc. The Indemnified Party shall promptly notify, reasonably cooperate at the Indemnifying Party's expense and allow control of defense and settlement.

17. Limitation of Liability

17.1 Excluded Damages

TO THE MAXIMUM EXTENT PERMITTED BY LAW, PLANCRAI INC. AND ITS AFFILIATES, LICENSORS, SERVICE PROVIDERS, AND SUPPLIERS WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, ENHANCED, PUNITIVE, OR CONSEQUENTIAL DAMAGES; LOST PROFITS, REVENUE, BUSINESS, SAVINGS, GOODWILL, OR PRODUCTION; DATA LOSS OR RECOVERY; SUBSTITUTE SERVICES; OR LOSSES ARISING FROM BIDS, ESTIMATES, MATERIAL ORDERS, LABOR, CONSTRUCTION DEFECTS, DELAYS, REWORK, PROPERTY DAMAGE, OR RELIANCE ON PROJECT OUTPUTS.

17.2 Liability Cap

TO THE MAXIMUM EXTENT PERMITTED BY LAW, PLANCRAI INC.'S AGGREGATE LIABILITY WILL NOT EXCEED THE GREATER OF FEES PAID OR PAYABLE FOR THE AFFECTED SERVICES DURING THE 12 MONTHS BEFORE THE EVENT OR US \$100. FOR FREE OR BETA SERVICES, THE CAP IS US \$100. LIMITATIONS APPLY REGARDLESS OF THEORY AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

17.3 Non-Excludable Liability

Nothing in these Terms excludes or limits liability to the extent such liability cannot be excluded or limited under applicable law. If applicable law prohibits an exclusion, disclaimer, or limitation with respect to a particular claim or category of

damages, that provision will be modified only to the minimum extent necessary to comply with applicable law, and the remaining exclusions, disclaimers, and limitations will remain fully effective.

Without expanding liability beyond that imposed by applicable law, the exclusions and limitations in this Section 17 do not apply to liability for fraud, fraudulent misrepresentation, willful misconduct, death or personal injury, or any other liability, but only to the extent applicable law prohibits its exclusion or limitation.

Except to the extent prohibited by applicable law, the exclusions and liability cap in this Section 17 apply to all claims arising from or relating to the Services or these Terms, including claims based on negligence, confidentiality, privacy, security, data loss, indemnification, intellectual property, suspension or termination, Project Outputs, or Customer's reliance on Project Outputs. Any different limitation, exclusion, or exception must be expressly stated in an executed Order Form.

17.4 Non-Waivable Consumer Rights

Nothing in these Terms excludes, restricts, or modifies any warranty, remedy, consumer-protection right, privacy right, cancellation right, or other right that cannot lawfully be excluded, restricted, or modified. If applicable law requires a different or additional disclosure, remedy, cancellation method, refund, or procedure, that requirement will apply solely to the extent required by law.

17.5 Scope of Protected Parties and Claims

The exclusions and liability cap apply collectively to PlanCrAI Inc. and its Affiliates, licensors, suppliers, subprocessors, and their personnel, and to claims in contract, tort, negligence, strict liability, statute, restitution, or other theory. Multiple claims, events, users, projects, or order forms do not enlarge the aggregate liability cap for related acts or omissions.

17.6 Allocation of Risk

The Fees reflect this allocation of risk. The exclusions and limitations are essential elements of the bargain and apply even if PlanCrAI Inc. knew or should have known of possible damages and even if a limited remedy fails of its essential purpose.

18. Dispute Resolution

18.1 Informal Process

Before filing a claim, the claimant must send written notice describing the dispute and requested relief. The Parties will attempt good-faith resolution for 30 days.

18.2 Individual Arbitration

Except for excluded claims, disputes will be resolved by binding individual arbitration administered by the American Arbitration Association (AAA) under applicable rules. The Federal Arbitration Act governs. Arbitration may occur by video conference or in person in St. Louis, Missouri, USA.

18.3 Class and Jury Waivers

EACH PARTY MAY BRING CLAIMS ONLY INDIVIDUALLY, NOT IN A CLASS, COLLECTIVE, CONSOLIDATED, OR REPRESENTATIVE ACTION. FOR A CLAIM PERMITTED IN COURT, EACH PARTY WAIVES TRIAL BY JURY TO THE MAXIMUM EXTENT PERMITTED BY LAW.

18.4 Exceptions and Opt-Out

Either Party may seek temporary or injunctive relief for intellectual-property misuse, security, or unauthorized access and may pursue an eligible small-claims matter. A new user may opt out of arbitration by written notice within 30 days after first acceptance, including name, account email, and an unequivocal opt-out statement.

19. General Terms

19.1 Governing Law and Venue; State-Specific Limitations

Except as otherwise required, these Terms are governed by Missouri law without regard to conflicts-of-law principles. Court proceedings permitted under Section 18 must be brought exclusively in state or federal courts located in St. Louis, Missouri, USA.

Some jurisdictions do not permit the exclusion of certain warranties or the limitation or exclusion of certain damages or remedies. Accordingly, some provisions of these Terms may not apply to Customer. In those jurisdictions, PlanCrAI Inc.'s warranties, obligations, and liability will be limited to the maximum extent permitted by applicable law.

19.2 Notices and Electronic Contracting

PlanCrAI Inc. may provide notices by email, in-product message, posting, or other electronic means. Customer consents to electronic records and signatures. Formal breach, indemnity, and dispute notices must go to the addresses in an Order Form or these Terms. All notices to PlanCrAI Inc. must be in writing and sent to the address set forth at the end of these Terms.

19.3 Assignment

Customer may not assign these Terms without PlanCrAI Inc.'s prior written consent. PlanCrAI Inc. may assign these Terms to an Affiliate or in a merger, reorganization, financing, or sale of relevant assets. Prohibited assignments are void and of no effect.

19.4 Export Controls

Customer will comply with all applicable export controls and sanctions and represents it is not a prohibited party or located in an embargoed region.

19.5 Force Majeure

Neither Party is liable for delay or failure caused by events beyond reasonable control, except payment obligations. The affected Party will use commercially reasonable mitigation efforts.

19.6 Publicity

Neither Party may issue a press release or imply endorsement without consent. PlanCrAI Inc. may use Customer's name or logo in a customer list only if an Order Form or written approval permits it.

19.7 Updates to Terms

PlanCrAI Inc. may update these Terms and will communicate material changes as required by law. Continued use after effectiveness is acceptance. A Customer that disagrees must stop use and cancel before renewal, subject to committed-term obligations.

19.8 Entire Agreement and Priority

These Terms and incorporated documents are the entire agreement. Priority is: any executed Order Form; Data Processing Addendum; these Terms; Subscription Schedule; Documentation and policies, unless a higher-ranked document states otherwise.

19.9 Amendment; Waiver

No amendment to an executed order form or negotiated addendum is effective unless in writing and accepted by authorized representatives. A waiver must be express and written. Failure or delay in exercising a right is not a waiver, and a partial exercise does not preclude further exercise.

19.10 Severability and Reformation

If a provision is invalid or unenforceable, it will be enforced to the maximum lawful extent or modified to most closely accomplish its purpose, and the remaining provisions remain effective. If the class-action waiver is found unenforceable as to a particular claim, that claim will proceed in court after completion of any arbitrable claims.

19.11 No Third-Party Beneficiaries

Except for Apple and its subsidiaries under the [Apple App Store Terms](#) and indemnified persons expressly protected by these Terms, there are no third-party beneficiaries.

19.12 Interpretation

Headings are provided for convenience only. “Including” means “including without limitation.” “Or” is not exclusive. The singular includes the plural and vice versa. References to laws include amendments and successor provisions. The Parties intend neutral construction without a presumption against the drafter.

[END OF MAIN AGREEMENT; DEFINITIONS FOLLOW]

Schedule of Definitions

“Access Credentials” means any username, password, authentication code, security token, access key, device credential, biometric authentication mechanism, single sign-on credential, or other information or technology used to verify a person’s identity or authority to access or use the Services.

“Affiliate” means an entity that directly or indirectly controls, is controlled by, or is under common control with a Party. For purposes of this definition, “control” means ownership of more than 50 percent of the voting interests of an entity or the power to direct its management or policies.

“Aggregated Data” means information derived from Customer Data, Usage Data, or use of the Services that has been aggregated, de-identified, or otherwise processed so that it does not reasonably identify Customer, an Authorized User, a property owner or occupant, or a specific residence or property. Aggregated Data does not include information that remains reasonably capable of being associated with any such person, entity, residence, or property.

“Authorized User” means an individual whom Customer authorizes to access and use the Services on Customer’s behalf, including Customer’s employees, officers, consultants, contractors, agents, and other representatives, subject to the user limits and other restrictions of Customer’s applicable subscription plan or Order Form. Customer is responsible for each Authorized User’s compliance with these Terms, and each Authorized User must use unique Access Credentials unless PlanCrAI Inc. expressly permits credential sharing.

“Customer Data” means data, content, communications, and other materials submitted to, collected through, transmitted through, or generated for Customer through the Services, including customer and prospect information; names, email addresses, telephone numbers, and property addresses; appointment and project records; notes; drawings; LiDAR and manual measurements; photographs; floor plans; product and design selections; price-book information supplied by Customer; estimates; proposals; signatures and acceptance records; inventory records; accounting and integration data; email and communication content; AI prompts and AI-generated content; and other project, operational, or business information. Customer Data excludes Provider Materials, Usage Data, and Aggregated Data.

“Documentation” means PlanCrAI Inc.’s current user instructions and technical descriptions.

“Fee” or “Fees” means subscription, usage, overage, add-on, service, tax, and other disclosed charges.

“Feedback” means any suggestion, idea, recommendation, enhancement request, correction, comment, evaluation, or other feedback concerning the Services or Provider Materials that Customer or an Authorized User voluntarily provides to PlanCrAI Inc. Feedback does not include Customer Data merely because Customer Data is included in a support request, error report, or other communication.

“Mobile Marketplace” means Apple’s App Store, Google Play, or another third-party application store, digital distribution platform, or marketplace through which PlanCrAI is downloaded, licensed, subscribed to, purchased, billed, renewed, or otherwise made available.

“Order Form” means an ordering document, online order, subscription selection, checkout page, quote, statement of work, change order, or other written or electronic ordering instrument that identifies the Services, subscription plan, Fees, usage limits, term, or other commercial terms applicable to Customer and that is accepted by Customer and PlanCrAI Inc. An Order Form does not include a purchase order or other Customer document unless PlanCrAI Inc. expressly agrees in writing that the document will modify these Terms.

“Party” or “Parties” means a party or both parties to these Terms (i.e. PlanCrAI and Customer).

“PlanCrAI” or “Services” means PlanCrAI Inc.’s mobile applications, cloud platform, websites, and related services, including, as made available under the applicable subscription plan, customer relationship management, lead and appointment management, sales workflows, project and operations management, LiDAR and manual measurement tools, drawings, floor plans, photographs, artificial-intelligence-assisted summaries, products and design packages, price books, estimates, proposals, electronic acceptances and signatures, deposits, communications, workflow automation, installer and

task management, warranties, completion records, inventory tools, reporting, accounting integrations, calendar and productivity integrations, exports, support, and related functionality.

“Project Outputs” means scans, measurements, dimensions, areas, volumes, floor plans, drawings, photographs, descriptions, summaries, quantity takeoffs, material lists, product selections, labor assumptions, pricing information, estimates, proposals, reports, schedules, communications, and other results or content generated for Customer through the Services using Customer Data, user inputs, Third-Party Materials, automated processing, artificial intelligence, or other PlanCrAI functionality.

Project Outputs are Customer Data to the extent they are generated specifically for Customer or Customer’s projects. Project Outputs do not include the underlying Provider Materials, algorithms, models, methods, templates, pricing methodologies, Third-Party Materials, or other technology used to generate them.

“Provider Materials” means the Services and all materials, technology, and intellectual property provided, developed, or made available by or on behalf of PlanCrAI Inc., including software, source code, object code, algorithms, artificial-intelligence and machine-learning models, model weights, prompts, workflows, methods, processes, formulas, pricing methodologies, rules, databases, data structures, taxonomies, interfaces, designs, templates, report formats, Documentation, training materials, configurations, integrations, tools, improvements, modifications, updates, and derivative works. Provider Materials also include Usage Data and Aggregated Data created in accordance with these Terms. Provider Materials do not include Customer Data, even when Customer Data is processed, displayed, or incorporated into a Project Output.

“Security Incident” has the meaning set forth in Section 7.3.

“Service Manager” means an employee or representative designated by a Party under an applicable Order Form to serve as that Party’s primary operational contact for implementation, configuration, integrations, support, account administration, or other matters concerning the Services. A Service Manager may provide routine operational instructions and approvals but may not amend these Terms or an Order Form, waive a contractual requirement, or bind a Party to additional Fees or material obligations unless expressly authorized to do so.

“Subscription Payment Terms” means the payment terms and conditions found in the document contained [here](#), as the same may be updated from time to time.

“Third-Party Materials” means software, source code, open-source components, content, data, maps, pricing information, product information, application programming interfaces, devices, operating-system components, libraries, documentation, or other materials owned, licensed, or supplied by a third party and incorporated into, displayed through, used by, or made available in connection with the Services.

“Third-Party Services” means products, services, platforms, applications, devices, operating systems, cloud services, payment processors, artificial-intelligence providers, communication providers, mapping services, pricing sources, accounting systems, electronic-signature services, application programming interfaces, integrations, or other services supplied or operated by a third party that PlanCrAI accesses, relies upon, interoperates with, or enables Customer to use in connection with the Services. Third-Party Services do not become Services provided by PlanCrAI Inc. merely because they are accessible through, integrated with, or used in connection with PlanCrAI.

“Usage Data” means technical, diagnostic, operational, and usage information concerning access to and performance of the Services.

Schedule 1 | Service and Data Schedule

Item	Default Position
Production application data	Automated cloud backups appropriate to PlanCrAI Inc.'s selected hosting plan.
Business documents	Cloud version history and retention through PlanCrAI Inc.'s document-management systems.
Local continuity	Scheduled continuity copy of selected critical documents, exports, and release packages.
Release archives	Current production release and a limited number of known-good prior releases.
Recovery testing	Periodic verification of documented restore procedures.
Backup retention	Under PlanCrAI Inc.'s then-current hosting, document-retention, and continuity practices.

PlanCrAI Inc. Contact Information

PlanCrAI Inc.

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Information concerning applicable subscription Fees and other charges is provided at the time of purchase, in the applicable Order Form, or on PlanCrAI's pricing page at <https://plancrai.com/pricing>.

Under California Civil Code § 1789.3, California consumers may also contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 North Market Boulevard, Suite N 112, Sacramento, California 95834, or by telephone at (800) 952-5210 or (800) 326-2297 (TDD).