POINTGAUGE TERMS OF USE

Effective Date: October 5, 2026
Last Updated: October 5, 2026

These Terms of Use (“Terms”) govern access to and use of the PointGauge software platform, websites, applications, portals, services, and related features (collectively, the “Platform”) provided by **CodeLux**, doing business as **PointGauge** (“PointGauge,” “we,” “us,” or “our”).

By creating an account, purchasing a subscription, accepting these Terms, accessing the Platform, or using any portion of the Platform, you agree to be bound by these Terms.

If you use the Platform on behalf of a company, contractor, business, or other organization, you represent and warrant that you have authority to bind that organization to these Terms. In that circumstance, “you” and “your” include both you individually and the organization you represent.

If you do not agree to these Terms, you may not access or use the Platform.

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1. DEFINITIONS

For purposes of these Terms:

1.1 “PointGauge”

“PointGauge” means the software platform and services provided by CodeLux, including websites, web applications, mobile applications, APIs, integrations, portals, AI-powered features, document functionality, and related services.

1.2 “Customer”

“Customer” means the company, business, contractor, organization, or other legal entity that purchases a paid PointGauge subscription or otherwise establishes a paid account with PointGauge.

The Customer is the primary contracting party and account holder for a company account.

1.3 “Customer Account”

“Customer Account” means the PointGauge account established and paid for by a Customer, including its projects, users, documents, communications, financial information, and other Customer Data.

1.4 “Authorized User”

“Authorized User” means an individual authorized by a Customer to access the Customer Account.

Authorized Users may include the Customer’s employees, owners, managers, administrators, contractors, or other representatives.

1.5 “Client”

“Client” means an individual or organization invited by CodeLux or a Customer to access a client-facing portal or other portion of the Platform associated with one or more Customer projects.

Clients generally do not pay PointGauge directly for access.

1.6 “Subcontractor”

“Subcontractor” means an individual or business invited by CodeLux or a Customer to access a subcontractor portal or other portion of the Platform for purposes related to work performed for or on behalf of the Customer.

Subcontractors generally do not pay PointGauge directly for access.

1.7 “User”

“User” means any individual who accesses or uses the Platform, including Customers, Authorized Users, Clients, and Subcontractors.

1.8 “Customer Data”

“Customer Data” means information, documents, photographs, videos, messages, project information, estimates, budgets, receipts, invoices, contracts, financial information, schedules, tasks, milestones, and other information submitted to or stored in the Platform by or on behalf of a Customer or its Users.

1.9 “Content”

“Content” means Customer Data and any other information submitted, uploaded, generated, transmitted, displayed, or otherwise made available through the Platform by a User.

1.10 “Subscription”

“Subscription” means the paid PointGauge plan selected by a Customer, including any applicable seats, add-ons, usage limits, or other services.

1.11 “AI Features”

“AI Features” means artificial-intelligence-powered functionality made available through PointGauge, including the PointGauge AI Assistant, AI-generated project information, summaries, task lists, analyses, recommendations, classifications, or other AI-generated outputs.

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2. ACCEPTANCE OF THESE TERMS

By using the Platform, you agree to these Terms.

If you are using the Platform on behalf of a Customer, you represent that:

1. You are authorized to accept these Terms on behalf of the Customer;
2. The Customer agrees to these Terms;
3. You will use the Platform only for lawful business purposes; and
4. You will comply with all applicable laws and regulations.

If you are a Client or Subcontractor accessing the Platform through a Customer, your use of the Platform is also subject to these Terms.

The Customer remains responsible for ensuring that its Users comply with these Terms.

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3. THE POINTGAUGE PLATFORM

PointGauge provides software intended to assist businesses with project management, construction and renovation workflows, client communication, subcontractor coordination, documentation, scheduling, financial tracking, invoicing, document sharing, electronic signatures, and related business processes.

Depending on the Subscription selected, PointGauge may provide functionality including:

- Project management
- Project scheduling
- Tasks
- Milestones
- Client portals
- Subcontractor portals
- Document storage and sharing
- Electronic document signing

- Contracts
- Estimates
- Budgets
- Receipts
- Invoicing
- Project communications
- Financial information
- AI-assisted functionality
- Reporting
- Integrations
- API functionality
- Other features introduced by PointGauge from time to time

PointGauge is a software provider. PointGauge is not a general contractor, construction manager, subcontractor, architect, engineer, attorney, accountant, financial advisor, insurance provider, or other professional service provider.

PointGauge does not supervise construction work, verify the quality of work, determine contractual obligations between Customers and their Clients or Subcontractors, or guarantee that any project will be completed successfully.

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4. CUSTOMER SUBSCRIPTIONS

Customers may purchase one of the paid PointGauge plans or individual services and add-ons offered by PointGauge.

Pricing and features may change over time. The applicable pricing and features presented to the Customer at the time of purchase will govern that Subscription unless otherwise agreed in writing.

4.1 Starter

The Starter plan currently includes:

- Up to 3 Customer seats;
- Unlimited projects;
- Client portal access;
- Document sharing;
- Document signing;
- Scheduling;
- Tasks;
- Milestones;

- Contracts;
- Receipts;
- Invoicing; and
- Other features designated by PointGauge as part of the Starter plan.

The Starter plan does not currently include:

- PointGauge AI usage; or
- Subcontractor portal functionality.

Certain features may also be available for purchase separately.

4.2 Business

The Business plan currently includes:

- Up to 10 Customer seats;
- All Starter features;
- PointGauge AI Assistant subject to applicable fair-use limitations;
- Subcontractor portal functionality;
- Priority support; and
- Other features designated by PointGauge as part of the Business plan.

4.3 Enterprise

Enterprise subscriptions are available by contacting PointGauge.

Enterprise subscriptions may include:

- Unlimited seats;
- Business plan functionality;
- Higher AI usage allowances;
- Custom single sign-on functionality when available;
- API access and support when available; and
- Other features or services agreed to between PointGauge and the Customer.

Enterprise pricing, features, usage limits, service levels, and other commercial terms may be established through an order form, proposal, subscription agreement, or other written agreement.

If an Enterprise agreement conflicts with these Terms, the Enterprise agreement will control to the extent of the conflict.

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5. ADD-ONS AND A LA CARTE SERVICES

PointGauge may offer individual features or add-ons separately from a primary Subscription.

Current examples include:

Add-On	Monthly	Annual
Additional Seat	$35.00	$350.00
AI Business Tier	$199.00	$1,990.00
Subcontractor Portal	$50.00	$500.00

PointGauge may modify, discontinue, or introduce additional add-ons from time to time.

An add-on purchased by a Customer is subject to these Terms and any additional terms presented at the time of purchase.

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6. SEATS AND USER ACCESS

A “seat” generally refers to a Customer-designated user who has access to the Customer’s internal PointGauge environment.

Unless otherwise specified by the applicable Subscription:

- Starter includes up to 3 seats.
- Business includes up to 10 seats.
- Enterprise includes unlimited seats.
- Additional Customer seats may be purchased separately.

Client and Subcontractor portal access is distinct from Customer seats.

A Customer may not intentionally circumvent seat limits by sharing login credentials between multiple individuals.

PointGauge may restrict or suspend accounts that materially exceed their purchased seat allocation.

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7. CLIENT AND SUBCONTRACTOR ACCESS

Customers may invite Clients and Subcontractors to participate in projects.

7.1 No Direct Fee

Unless otherwise stated by PointGauge, Clients and Subcontractors do not pay PointGauge for access to portals provided through a Customer Account.

Their access is provided as part of the Customer's use of the Platform.

PointGauge reserves the right to introduce fees for certain types of third-party access in the future, provided that such fees are disclosed before the affected party is charged.

7.2 Customer Control

The Customer generally controls:

- Which Clients receive access;
- Which Subcontractors receive access;
- Which projects they can access;
- Which documents are shared;
- Which communications are visible;
- Which project information is made available;
- Whether access is revoked; and
- What permissions are granted.

PointGauge is not responsible for a Customer's decision to grant, restrict, or revoke access.

7.3 Client and Subcontractor Relationship

PointGauge is not a party to any contract, agreement, purchase order, scope of work, payment arrangement, warranty, dispute, or other relationship between a Customer and a Client or Subcontractor.

Any dispute concerning:

- Payment;
- Work performed;
- Scope of work;
- Construction quality;
- Delays;
- Change orders;
- Contracts;
- Warranties;
- Damages;
- Scheduling;
- Materials;
- Invoices; or

- Other project obligations

is solely between the relevant parties.

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8. ACCOUNT REGISTRATION AND SECURITY

Users must provide accurate information when creating or accepting an account.

Users are responsible for maintaining the confidentiality of their login credentials.

Users may not:

- Share credentials with unauthorized individuals;
- Allow unauthorized individuals to access an account;
- Attempt to access another User's account;
- Circumvent authentication mechanisms;
- Use another person's identity;
- Create fraudulent accounts; or
- Permit unauthorized use of the Platform.

Customers are responsible for activity conducted through their Customer Account by their Authorized Users.

If you believe your account has been compromised, you must promptly notify PointGauge and take reasonable steps to secure the account.

PointGauge may suspend or restrict access where reasonably necessary to protect the Platform, its Users, or Customer Data.

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9. CUSTOMER RESPONSIBILITIES

Customers are responsible for:

1. Selecting an appropriate Subscription;
2. Maintaining accurate account information;
3. Paying applicable fees;
4. Managing Customer seats;
5. Managing Client and Subcontractor access;
6. Ensuring Users are authorized to access Customer Data;
7. Obtaining appropriate permissions and consents for information uploaded to the Platform;
8. Ensuring Customer Data is lawful and accurate;

9. Maintaining appropriate internal security procedures;
10. Reviewing AI-generated information before relying on it;
11. Maintaining copies of important business records where appropriate; and
12. Ensuring use of the Platform complies with applicable laws and contractual obligations.

The Customer is responsible for determining whether its use of PointGauge is appropriate for its particular business, contractual, regulatory, accounting, construction, or legal requirements.

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10. CLIENT RESPONSIBILITIES

Clients accessing PointGauge through a Customer agree to:

- Use the Platform only for legitimate purposes related to their relationship with the Customer;
- Protect their account credentials;
- Not access projects or information they are not authorized to access;
- Not misuse Customer Data;
- Not upload unlawful or malicious material;
- Not impersonate another individual;
- Not attempt to circumvent Platform security;
- Not interfere with the Platform; and
- Comply with these Terms.

Clients acknowledge that the Customer controls the information and permissions made available through the Client portal.

PointGauge does not guarantee that information presented through a Client portal is complete, accurate, current, or legally binding.

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11. SUBCONTRACTOR RESPONSIBILITIES

Subcontractors accessing PointGauge through a Customer agree to:

- Use the Platform only for legitimate work-related purposes;
- Protect their account credentials;
- Access only projects and information they are authorized to access;
- Not misuse Customer or project information;
- Not upload unlawful, fraudulent, malicious, or infringing material;

- Not interfere with the Platform;
- Not circumvent security mechanisms;
- Not impersonate another person or business; and
- Comply with these Terms.

Nothing in these Terms creates an employment, agency, partnership, joint venture, or other legal relationship between PointGauge and a Subcontractor.

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12. BILLING AND PAYMENT

Customers agree to pay the applicable fees associated with their selected Subscription and add-ons.

Unless otherwise specified:

- Monthly subscriptions are billed monthly;
- Annual subscriptions are billed annually;
- Fees are charged using the payment method provided by the Customer;
- Applicable taxes may be added to the purchase price;
- Customers are responsible for applicable sales, use, or other taxes except taxes imposed on PointGauge's net income; and
- Fees are generally non-refundable except as expressly stated in these Terms or required by applicable law.

12.1 Automatic Renewal

Unless canceled before the applicable renewal date, monthly and annual subscriptions automatically renew for another billing period of the same length.

The Customer authorizes PointGauge or its payment processor to charge the payment method associated with the account for each renewal.

Customers may cancel future renewals through available account controls or by contacting PointGauge.

Cancellation does not ordinarily result in a refund for the current billing period.

12.2 Failed Payments

If payment fails, PointGauge may:

- Retry the payment method;
- Request an updated payment method;
- Restrict certain account functionality;
- Suspend access; or

- Terminate the Subscription after reasonable notice.

PointGauge is not responsible for losses caused by suspension resulting from a Customer's failure to maintain valid payment information.

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13. REFUNDS AND CANCELLATION

Unless otherwise agreed in writing:

- Subscription fees are non-refundable once a billing period begins;
- Cancellation prevents future renewal;
- The Customer may continue using the Platform through the end of the paid billing period unless access is suspended for another reason;
- Annual Subscription fees are not prorated solely because a Customer cancels before the end of the annual term; and
- Add-on fees are subject to the same general cancellation principles.

Nothing in this section limits rights that cannot legally be waived.

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14. FREE OR TRIAL ACCESS

If PointGauge provides free trials, promotional access, beta access, discounted access, or other no-cost access, PointGauge may establish separate limitations for that access.

Unless otherwise stated:

- Promotional access may expire automatically;
- Features may be limited;
- Data may not be retained indefinitely;
- No service-level commitment applies;
- PointGauge may modify or discontinue promotional access; and
- Promotional access may be subject to additional terms.

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15. AI FEATURES

PointGauge may provide AI-powered features as part of certain Subscriptions or add-ons.

AI Features may process Customer Data, including project descriptions, documents, photographs, videos, audio, messages, and other information submitted by Users, for purposes of providing the applicable AI functionality.

15.1 AI Outputs

AI-generated outputs may include:

- Project summaries;
- Task lists;
- Scope information;
- Project updates;
- Classifications;
- Suggested actions;
- Extracted information;
- Answers to questions;
- Other generated text or information.

AI outputs may be inaccurate, incomplete, outdated, misleading, or incorrectly interpret source information.

AI-generated information must be treated as an assistive tool and not as a substitute for professional judgment.

Customers and Users are solely responsible for reviewing AI-generated outputs before relying upon them.

15.2 No Guarantee of Accuracy

PointGauge does not guarantee that AI outputs are:

- Accurate;
- Complete;
- Current;
- Suitable for a particular project;
- Suitable for contractual purposes;
- Suitable for financial decisions;
- Suitable for safety decisions; or
- Suitable for legal or professional reliance.

Users should independently verify important information.

15.3 AI Usage Limits

AI Features may be subject to usage limits, fair-use policies, rate limits, technical limitations, or other restrictions.

PointGauge may impose reasonable limits to prevent excessive usage, abuse, automated exploitation, or disproportionate consumption of AI resources.

Business and Enterprise customers may receive different AI usage allowances depending on their Subscription.

PointGauge may change AI usage limits as technology, third-party provider pricing, or Platform requirements change.

15.4 AI Does Not Replace Professionals

AI Features are not intended to provide legal, accounting, engineering, architectural, construction, financial, safety, medical, or other professional advice.

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16. ELECTRONIC DOCUMENTS AND SIGNATURES

PointGauge may allow Users to create, send, receive, review, approve, and electronically sign documents.

By using PointGauge's document-signing functionality, Users consent to the use of electronic records and electronic signatures where legally permissible.

An electronic signature may have the same legal effect as a handwritten signature where applicable law recognizes electronic signatures.

The federal E-SIGN Act generally provides that an electronic signature, contract, or record cannot be denied legal effect solely because it is electronic, subject to statutory requirements and exceptions.

However, PointGauge does not determine whether a particular document, signature process, contract, or transaction satisfies the legal requirements of a particular jurisdiction.

Users and Customers are responsible for determining whether electronic signing is appropriate for their transaction.

PointGauge is not responsible for disputes regarding:

- Whether a person had authority to sign;
- Whether a contract was properly formed;
- Whether required disclosures were provided;
- Whether a document was properly executed;
- Whether a signature is legally sufficient in a particular jurisdiction; or
- The enforceability of an underlying agreement.

PointGauge may retain electronic records relating to signing activity, including timestamps, account information, and other technical information associated with the signing process.

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17. CUSTOMER DATA

As between PointGauge and the Customer, the Customer retains ownership of Customer Data.

Nothing in these Terms transfers ownership of Customer Data to PointGauge.

The Customer grants PointGauge a limited, worldwide, non-exclusive right to host, store, reproduce, transmit, process, display, and otherwise use Customer Data as reasonably necessary to:

- Provide the Platform;
- Provide requested functionality;
- Process AI requests initiated by Users;
- Maintain and secure the Platform;
- Prevent fraud and abuse;
- Troubleshoot technical issues;
- Comply with legal obligations;
- Enforce these Terms; and
- Improve the operation, security, and reliability of the Platform.

PointGauge will not sell Customer Data as a product to unrelated third parties.

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18. CUSTOMER AUTHORITY AND DATA RIGHTS

The Customer represents and warrants that it has all rights, permissions, licenses, and legal authority necessary to submit Customer Data to PointGauge and permit PointGauge to process it as contemplated by these Terms.

This includes, where applicable, obtaining appropriate permissions from:

- Employees;
- Clients;
- Subcontractors;
- Vendors;
- Property owners;
- Project participants; and

- Other individuals whose information is submitted to the Platform.

PointGauge is not responsible for determining whether the Customer has obtained the necessary permissions.

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19. PERSONAL INFORMATION

PointGauge may process personal information in connection with providing the Platform.

PointGauge's collection and use of personal information is also governed by the PointGauge Privacy Policy, as updated from time to time.

The Privacy Policy is incorporated into these Terms by reference.

Customers are responsible for providing any notices or obtaining any consents required for their own collection and use of personal information through the Platform.

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20. DATA SECURITY

PointGauge uses commercially reasonable administrative, technical, and organizational measures designed to protect information processed through the Platform.

However, no internet-based service can guarantee absolute security.

Customers and Users acknowledge that:

- Internet transmission carries inherent risks;
- No security system is completely secure;
- Users are responsible for protecting their credentials; and
- PointGauge cannot guarantee that unauthorized access will never occur.

Customers should not use PointGauge to store information where applicable law or the Customer's own policies prohibit such storage.

Unless expressly agreed in writing, PointGauge is not designed to be a specialized system for highly regulated data requiring industry-specific compliance certifications.

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21. BACKUPS AND DATA RETENTION

PointGauge may maintain backups of Platform data for operational, security, and disaster-recovery purposes.

Backups may not be immediately available to Users.

Customers are responsible for maintaining independent copies of records that are particularly important to their business.

Following termination or expiration of a Customer Account, PointGauge may retain Customer Data for a limited period for backup, legal, security, fraud prevention, or other legitimate business purposes.

Unless otherwise required by law or agreed in writing, PointGauge may permanently delete Customer Data after a reasonable period following termination.

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22. ACCEPTABLE USE

Users may not use the Platform to:

1. Violate any applicable law or regulation;
2. Commit fraud;
3. Infringe intellectual property rights;
4. Upload malware, viruses, ransomware, or malicious code;
5. Attempt unauthorized access;
6. Circumvent security controls;
7. Interfere with Platform operations;
8. Conduct unauthorized penetration testing;
9. Reverse engineer or decompile the Platform except where expressly permitted by law;
10. Scrape or systematically extract Platform data without written authorization;
11. Use automated methods to create accounts or consume Platform resources in a manner that exceeds intended use;
12. Harass, threaten, or abuse other Users;
13. Impersonate another individual or organization;
14. Upload content that is unlawful, defamatory, fraudulent, or knowingly misleading;
15. Use the Platform to develop a competing product through unauthorized copying or extraction;
16. Attempt to obtain another User’s credentials;
17. Circumvent Subscription or usage limits; or

18. Use the Platform in a manner that creates an unreasonable burden on PointGauge's infrastructure.

PointGauge may investigate suspected violations and take appropriate action, including restricting or terminating access.

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23. PROHIBITED CONTENT

Users may not knowingly upload content that is illegal or that the User does not have the right to upload.

Users should exercise particular care before uploading:

- Government identification numbers;
- Payment card information;
- Passwords;
- Authentication credentials;
- Highly sensitive personal information;
- Confidential information belonging to unrelated third parties; or
- Information subject to legal restrictions on disclosure.

PointGauge may remove or restrict access to content where reasonably necessary to comply with law, protect the Platform, or address security or abuse concerns.

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24. INTELLECTUAL PROPERTY

PointGauge and its licensors own all rights, title, and interest in:

- The PointGauge software;
- PointGauge branding;
- Logos;
- Website design;
- User interface elements;
- Software code;
- Documentation;
- Platform architecture;
- Non-Customer-generated databases;
- Features and functionality;
- AI systems and infrastructure;
- Templates provided by PointGauge; and

- Other PointGauge intellectual property.

These Terms do not grant a Customer or User ownership of PointGauge intellectual property.

Subject to these Terms and payment of applicable fees, PointGauge grants the Customer a limited, non-exclusive, non-transferable, non-sublicensable right to access and use the Platform during the applicable Subscription term.

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25. FEEDBACK

If a User provides suggestions, recommendations, ideas, bug reports, or other feedback regarding PointGauge ("Feedback"), PointGauge may use that Feedback without restriction or compensation, provided that such use does not disclose Customer Confidential Information.

Feedback does not transfer ownership of Customer Data.

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26. THIRD-PARTY SERVICES

PointGauge may integrate with or depend upon third-party services, including:

- Payment processors;
- Cloud infrastructure providers;
- AI providers;
- Email providers;
- Authentication providers;
- Storage providers;
- Mapping providers;
- Data providers;
- Communication services; and
- Other third-party technologies.

Third-party services may be subject to their own terms and privacy policies.

PointGauge is not responsible for failures, outages, changes, or discontinuation of third-party services outside PointGauge's reasonable control.

PointGauge may replace third-party providers when reasonably necessary to operate or improve the Platform.

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27. AVAILABILITY AND CHANGES TO THE PLATFORM

PointGauge will use commercially reasonable efforts to maintain availability of the Platform.

However, PointGauge does not guarantee uninterrupted or error-free operation.

The Platform may occasionally be unavailable because of:

- Scheduled maintenance;
- Emergency maintenance;
- Software updates;
- Infrastructure failures;
- Third-party service failures;
- Internet failures;
- Cybersecurity incidents;
- Force majeure events; or
- Other circumstances beyond PointGauge's reasonable control.

PointGauge may modify, add, remove, or replace Platform features from time to time.

PointGauge will not materially reduce the core functionality of a paid Subscription in a manner that makes the Subscription substantially different from the product purchased without reasonable notice, except where necessary for security, legal, technical, or third-party dependency reasons.

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28. SUPPORT

Support availability depends on the Customer's Subscription.

Starter customers receive standard support.

Business customers receive priority support.

Enterprise customers may receive customized support terms under their Enterprise agreement.

Unless expressly agreed in writing, PointGauge does not guarantee a particular response time or resolution time.

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29. CONFIDENTIALITY

Each party may receive confidential information from the other party.

“Confidential Information” means non-public information that is reasonably understood to be confidential based on its nature or the circumstances under which it is disclosed.

The receiving party will:

- Use Confidential Information only for legitimate purposes related to the relationship;
- Take reasonable steps to protect Confidential Information; and
- Not disclose Confidential Information to unauthorized third parties except as permitted by these Terms or required by law.

Confidential Information does not include information that:

- Is publicly available without breach of these Terms;
- Was already lawfully known;
- Is independently developed without use of Confidential Information; or
- Is lawfully obtained from another source without a confidentiality obligation.

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30. CUSTOMER-TO-CLIENT AND CUSTOMER-TO-SUBCONTRACTOR CONTRACTS

PointGauge provides tools that may help Customers manage contractual relationships.

However, PointGauge is not a party to contracts between:

- Customers and Clients;
- Customers and Subcontractors;
- Clients and Subcontractors; or
- Other project participants.

PointGauge does not verify the legal sufficiency, accuracy, enforceability, completeness, or fairness of documents created or uploaded by Users.

Customers are responsible for obtaining appropriate legal advice regarding their contracts.

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31. FINANCIAL INFORMATION

PointGauge may provide features for tracking:

- Estimates;
- Budgets;
- Receipts;
- Invoices;
- Payments;
- Costs;
- Financial items;
- Project profitability; and
- Related information.

PointGauge is not an accounting firm, financial institution, tax advisor, or financial advisor.

Information displayed by the Platform should not be considered professional accounting or tax advice.

Customers remain responsible for maintaining accurate financial records and complying with applicable tax, accounting, reporting, and recordkeeping requirements.

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32. CONSTRUCTION AND PROJECT INFORMATION

PointGauge may help Users organize project information.

PointGauge does not independently verify:

- Measurements;
- Material quantities;
- Project scopes;
- Pricing;
- Construction conditions;
- Building code compliance;
- Safety requirements;
- Engineering requirements;
- Architectural requirements;
- Workmanship;
- Completion status; or
- Other project information.

Users remain responsible for professional decisions regarding construction, renovation, repair, maintenance, safety, compliance, and project execution.

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33. WARRANTIES AND DISCLAIMERS

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE."

POINTGAUGE DISCLAIMS ALL WARRANTIES NOT EXPRESSLY PROVIDED IN THESE TERMS, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WARRANTIES OF:

- MERCHANTABILITY;
- FITNESS FOR A PARTICULAR PURPOSE;
- NON-INFRINGEMENT;
- ACCURACY;
- RELIABILITY;
- AVAILABILITY; AND
- UNINTERRUPTED OPERATION.

POINTGAUGE DOES NOT WARRANT THAT:

1. THE PLATFORM WILL ALWAYS BE AVAILABLE;
2. THE PLATFORM WILL BE ERROR-FREE;
3. DATA WILL ALWAYS BE ACCURATE;
4. AI OUTPUTS WILL BE ACCURATE OR COMPLETE;
5. THE PLATFORM WILL MEET EVERY CUSTOMER'S REQUIREMENTS;
6. DOCUMENTS OR SIGNATURES WILL BE LEGALLY ENFORCEABLE IN EVERY JURISDICTION; OR
7. USE OF THE PLATFORM WILL PRODUCE A PARTICULAR BUSINESS RESULT.

Some jurisdictions do not allow certain warranty exclusions. In those jurisdictions, the exclusions apply only to the maximum extent permitted by law.

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34. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, POINTGAUGE AND ITS OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AFFILIATES, AND SERVICE PROVIDERS WILL NOT BE LIABLE FOR:

- INDIRECT DAMAGES;
- INCIDENTAL DAMAGES;
- SPECIAL DAMAGES;
- CONSEQUENTIAL DAMAGES;
- PUNITIVE DAMAGES;
- LOST PROFITS;
- LOST REVENUE;
- LOST BUSINESS OPPORTUNITIES;
- LOSS OF GOODWILL;
- LOSS OF DATA;
- BUSINESS INTERRUPTION; OR
- COSTS OF SUBSTITUTE SERVICES,

ARISING OUT OF OR RELATED TO THE PLATFORM OR THESE TERMS, EVEN IF POINTGAUGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, POINTGAUGE'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE PLATFORM OR THESE TERMS WILL NOT EXCEED THE GREATER OF:

(A) THE AMOUNTS PAID BY THE CUSTOMER TO POINTGAUGE DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM; OR

(B) $500.00.

This limitation applies regardless of the legal theory on which the claim is based.

Nothing in these Terms limits liability that cannot legally be limited under applicable law.

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35. CUSTOMER INDEMNIFICATION

To the maximum extent permitted by law, the Customer agrees to defend, indemnify, and hold harmless PointGauge and its owners, officers, directors, employees, contractors, affiliates, and service providers from claims, liabilities, damages, losses, costs, and expenses, including reasonable attorneys' fees, arising from or related to:

1. Customer Data;
2. Customer's use of the Platform;
3. Customer's violation of these Terms;
4. Customer's violation of applicable law;
5. Customer's violation of another person's rights;
6. Customer's contracts or disputes with Clients;

7. Customer's contracts or disputes with Subcontractors;
8. Unauthorized use of the Customer Account caused by the Customer's failure to maintain reasonable security; or
9. Claims arising from the Customer's business operations.

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36. USER DISPUTES

PointGauge is not responsible for disputes between Users.

This includes disputes between:

- Customers and Clients;
- Customers and Subcontractors;
- Clients and Subcontractors;
- Employees and Customers;
- Vendors and Customers; and
- Other project participants.

PointGauge may, but is not required to, cooperate with lawful requests relating to disputes, investigations, or legal proceedings.

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37. SUSPENSION AND TERMINATION

PointGauge may suspend or terminate access if:

- Fees remain unpaid;
- The Customer materially violates these Terms;
- A User engages in prohibited activity;
- The Platform is being abused;
- The account creates a security risk;
- Continued access would violate applicable law;
- Fraud is suspected;
- The account threatens the security or operation of the Platform; or
- Suspension is reasonably necessary to protect PointGauge or other Users.

Where reasonably practical, PointGauge will provide notice and an opportunity to cure a material violation before terminating an account.

PointGauge may immediately suspend access when necessary to address security, fraud, legal, or operational risks.

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38. EFFECT OF TERMINATION

Upon termination:

- The Customer's right to access the Platform ends;
- Customer and User access may be disabled;
- Outstanding fees remain due;
- Sections intended by their nature to survive termination will continue to apply.

PointGauge may provide a reasonable opportunity for the Customer to export available Customer Data following termination, subject to technical limitations and any applicable fees.

PointGauge is not required to maintain access to terminated accounts indefinitely.

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39. INTELLECTUAL PROPERTY CLAIMS

If the Platform becomes subject to a claim that its use infringes a third party's intellectual property rights, PointGauge may, at its option:

1. Modify the Platform;
2. Replace the affected functionality;
3. Obtain rights necessary to continue providing the functionality; or
4. Discontinue the affected functionality.

This section does not apply to claims resulting from:

- Customer Data;
- Customer modifications;
- Use outside the intended Platform functionality;
- Combination with unauthorized third-party products; or
- Customer's violation of these Terms.

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40. GOVERNMENT AND LEGAL REQUESTS

PointGauge may disclose information where required by law, subpoena, court order, governmental request, or other legally valid process.

Where legally permitted, PointGauge may provide reasonable notice to the affected Customer before responding to a legal request.

PointGauge may also disclose information when reasonably necessary to:

- Protect Users;
- Protect PointGauge;
- Prevent fraud;
- Address security incidents;
- Investigate misuse; or
- Comply with legal obligations.

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41. CHILDREN

The Platform is intended for business use and is not directed toward children.

Users must be legally capable of entering into agreements applicable to their use of the Platform.

PointGauge does not knowingly solicit personal information from children for the purpose of providing business services.

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42. EXPORT AND SANCTIONS COMPLIANCE

Users may not use the Platform in violation of applicable U.S. export-control or sanctions laws.

Customers are responsible for ensuring that their use of the Platform complies with applicable restrictions concerning countries, individuals, organizations, and transactions subject to legal restrictions.

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43. FORCE MAJEURE

PointGauge will not be responsible for delays or failures caused by circumstances outside its reasonable control, including:

- Natural disasters;
- Fire;
- Flood;
- Severe weather;
- War;
- Terrorism;
- Civil unrest;
- Government action;

- Labor disputes;
- Internet failures;
- Telecommunications failures;
- Cloud infrastructure failures;
- Cyberattacks;
- Third-party service outages;
- Power failures; or
- Other events beyond PointGauge's reasonable control.

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44. CHANGES TO THESE TERMS

PointGauge may update these Terms from time to time.

When material changes are made, PointGauge may provide notice through the Platform, email, or another reasonable method.

The updated Terms will become effective on the date stated in the updated Terms.

Continued use of the Platform after the effective date of updated Terms constitutes acceptance of the updated Terms, to the extent permitted by law.

If a Customer does not agree to material changes, its remedy is to stop using the Platform and cancel future renewal of its Subscription.

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45. CHANGES TO PRICING

PointGauge may change Subscription pricing, add-on pricing, or usage limits.

For recurring subscriptions, material price increases will generally apply beginning with the next applicable renewal period after reasonable notice.

A Customer may cancel before the new price takes effect.

Enterprise pricing is governed by the applicable Enterprise agreement.

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46. ASSIGNMENT

Customers may not assign or transfer their rights or obligations under these Terms without PointGauge's prior written consent, except in connection with a merger,

acquisition, corporate reorganization, or sale of substantially all assets where the successor agrees to assume the applicable obligations.

PointGauge may assign these Terms in connection with a merger, acquisition, reorganization, financing, or sale of the Platform or substantially all related assets.

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47. NO WAIVER

A failure by PointGauge to enforce any provision of these Terms does not constitute a waiver of its right to enforce that provision later.

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48. SEVERABILITY

If any provision of these Terms is determined to be invalid or unenforceable, that provision will be enforced to the maximum extent permitted by law, and the remaining provisions will remain in effect.

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49. ENTIRE AGREEMENT

These Terms, together with:

- The applicable Subscription;
- Any applicable order form;
- Any Enterprise agreement;
- The PointGauge Privacy Policy;
- Any applicable data-processing agreement; and
- Any additional terms expressly incorporated by reference

constitute the entire agreement between the Customer and PointGauge regarding the Platform.

These Terms supersede prior agreements or understandings regarding the same subject matter, except for separately executed agreements that expressly supersede or modify these Terms.

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50. ORDER OF PRECEDENCE

If multiple agreements apply to a Customer's use of PointGauge, the following order of precedence will generally apply:

1. A separately executed Enterprise agreement or order form;
2. A separately executed data-processing agreement, where applicable;
3. These Terms;
4. The PointGauge Privacy Policy; and
5. General Platform documentation.

If a conflict exists, the higher-priority document controls only with respect to the conflicting provision.

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51. GOVERNING LAW

These Terms will be governed by the laws of the State of **Texas**, without regard to conflict-of-law principles.

The parties agree that disputes will be subject to the applicable state and federal courts located in **Harris County, Texas**, unless applicable law requires otherwise.

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52. DISPUTE RESOLUTION

Before filing a formal legal claim, the parties agree to attempt in good faith to resolve the dispute through informal discussions.

A party seeking to initiate a dispute should provide written notice describing:

- The nature of the dispute;
- The relevant facts;
- The relief requested; and
- Contact information for follow-up.

The parties will attempt to resolve the dispute for at least thirty (30) days following notice unless immediate legal action is reasonably necessary to prevent irreparable harm.

Nothing in this section prevents either party from seeking emergency injunctive or equitable relief where appropriate.

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53. CLASS ACTION WAIVER

TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY AGREES THAT CLAIMS AGAINST THE OTHER PARTY MAY BE BROUGHT ONLY IN THAT PARTY'S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN A CLASS, COLLECTIVE, REPRESENTATIVE, OR CONSOLIDATED ACTION.

If this provision is determined to be unenforceable, it will be severed to the extent required by applicable law.

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54. ELECTRONIC ACCEPTANCE

A Customer or User may accept these Terms electronically, including by:

- Clicking an "I Agree" or similar button;
- Creating an account after being presented with these Terms;
- Purchasing a Subscription after being presented with these Terms;
- Continuing to use the Platform after receiving notice of these Terms; or
- Using another electronic method reasonably intended to communicate acceptance.

PointGauge should present these Terms in a reasonably conspicuous manner and require affirmative acceptance when establishing a paid account.

The FTC has recognized that clearly presented online agreements and affirmative acceptance mechanisms can be important factors in establishing enforceability of online terms.

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55. ELECTRONIC COMMUNICATIONS

By using the Platform, Users consent to receive electronic communications from PointGauge concerning:

- Account activity;
- Security;
- Billing;
- Subscription status;
- Platform changes;
- Support;
- Legal notices;
- Service announcements; and

- Other communications necessary to administer the Platform.

Marketing communications may be subject to separate consent and opt-out requirements.

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56. NOTICES

PointGauge may provide notices to Customers through the email address associated with the Customer Account, through the Platform, or by another reasonable method.

Customers are responsible for maintaining accurate contact information.

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57. CONTACT

For general questions regarding these Terms:

PointGauge
Website: **https://pointgauge.com**
Email: **support@pointgauge.com**

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58. SPECIAL PROVISIONS FOR CLIENTS AND SUBCONTRACTORS

The following provisions apply specifically to Clients and Subcontractors who access PointGauge through a Customer Account.

58.1 No Direct Subscription

Clients and Subcontractors generally receive access without paying PointGauge directly.

Their access exists because a Customer has authorized their participation.

58.2 Customer Relationship

The Customer, not PointGauge, is responsible for determining:

- Whether a Client or Subcontractor should receive access;
- What information they can access;
- What work they are authorized to perform;

- What documents they receive;
- What communications they receive; and
- Whether their access should be removed.

58.3 No Agency

PointGauge does not act as an agent for a Customer, Client, or Subcontractor.

Use of the Platform does not create an agency, employment, partnership, joint venture, fiduciary, or other similar relationship between PointGauge and any User.

58.4 Project Disputes

A User's access to a project does not establish that PointGauge endorses, verifies, approves, or guarantees any project information.

Disputes concerning a project remain between the applicable parties.

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59. SPECIAL PROVISIONS FOR BUSINESS AND ENTERPRISE CUSTOMERS

Business and Enterprise Customers may receive access to additional functionality.

AI usage, support levels, seats, APIs, SSO, integrations, and other Enterprise features may be subject to technical limitations and availability.

Features described as "coming soon," "when ready," "planned," or similar are not guaranteed to be available by a particular date.

In particular, references to:

- Custom SSO;
- API support;
- Additional integrations; or
- Higher AI usage

do not constitute a guarantee that such functionality will be available at any particular time unless expressly included in a signed agreement.

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60. NO PROFESSIONAL ADVICE

PointGauge provides software and organizational tools.

Nothing on the Platform constitutes:

- Legal advice;
- Accounting advice;
- Tax advice;
- Financial advice;
- Engineering advice;
- Architectural advice;
- Construction advice;
- Safety advice;
- Insurance advice; or
- Any other professional advice.

Users should consult appropriately licensed professionals where professional advice is required.

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61. THIRD-PARTY CONTENT

Users may encounter information, documents, links, communications, or other content supplied by other Users.

PointGauge does not necessarily endorse or verify such content.

A Customer is responsible for determining whether information supplied by its Clients, Subcontractors, employees, or other project participants is accurate and appropriate.

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62. USER-GENERATED CONTENT

Users retain ownership of content they have the legal right to own.

By uploading or submitting content to PointGauge, the User represents that they have the necessary rights and permissions to do so.

The User grants PointGauge the limited rights necessary to process that content in connection with the Platform as described in these Terms.

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63. PLATFORM MONITORING

PointGauge may use automated systems and other reasonable methods to monitor Platform operation, security, abuse, performance, and compliance.

PointGauge is not obligated to monitor all User activity or Content.

PointGauge may investigate activity that it reasonably believes violates these Terms, applicable law, or Platform security requirements.

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64. SERVICE COMMUNICATIONS

PointGauge may communicate with Customers and Users regarding:

- System outages;
- Maintenance;
- Security issues;
- Account changes;
- Billing;
- Feature releases;
- Product updates; and
- Other matters relating to the Platform.

Customers and Users should not disable communications necessary for account security or legal notices.

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65. SURVIVAL

The following provisions will survive termination to the extent applicable:

- Payment obligations;
- Customer Data provisions;
- Intellectual property;
- Confidentiality;
- Disclaimers;
- Limitation of liability;
- Indemnification;
- Dispute resolution;
- Governing law;
- User responsibilities; and

- Any other provisions that by their nature should survive termination.

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66. ACKNOWLEDGMENT

BY CREATING AN ACCOUNT, PURCHASING A SUBSCRIPTION, ACCEPTING THESE TERMS, OR USING THE POINTGAUGE PLATFORM, YOU ACKNOWLEDGE THAT:

1. YOU HAVE READ THESE TERMS;
2. YOU UNDERSTAND THESE TERMS;
3. YOU AGREE TO BE BOUND BY THESE TERMS;
4. YOU HAVE AUTHORITY TO ENTER INTO THESE TERMS, IF ACTING ON BEHALF OF AN ORGANIZATION;
5. YOU UNDERSTAND THAT CLIENT AND SUBCONTRACTOR ACCESS IS PROVIDED THROUGH THE CUSTOMER ACCOUNT;
6. YOU UNDERSTAND THAT POINTGAUGE IS A SOFTWARE PROVIDER AND NOT A PARTY TO YOUR UNDERLYING BUSINESS OR PROJECT CONTRACTS;
7. YOU UNDERSTAND THAT AI-GENERATED INFORMATION MAY BE INACCURATE AND MUST BE REVIEWED;
8. YOU UNDERSTAND THAT POINTGAUGE DOES NOT GUARANTEE THE LEGAL ENFORCEABILITY OF DOCUMENTS OR ELECTRONIC SIGNATURES; AND
9. YOU AGREE TO COMPLY WITH THESE TERMS.

POINTGAUGE CONTACT INFORMATION

PointGauge
Legal Entity: CodeLux
Website: https://pointgauge.com
Support Email: support@pointgauge.com

Terms Effective Date: October 5, 2026