ScopeDive Terms of Service

ScopeDive Technologies LLC · Version 2.1 · Last updated October 11, 2026

1. AGREEMENT AND ACCEPTANCE

1.1 Parties. These Terms of Service (the "Agreement") are a binding legal contract between ScopeDive Technologies LLC, a Massachusetts limited liability company with its principal office at 75 State Street, Suite 100, Boston, MA 02109 ("ScopeDive," "we," "us"), and the business entity that registers for, orders or uses the Service ("Customer," "you").

1.2 How you accept. You accept this Agreement by checking the acceptance box and clicking "I Agree," by signing an Order that refers to it, or by using the Service. The person accepting confirms that he or she is at least 18 years old and has authority to bind Customer. If you do not agree, do not use the Service.

1.3 Business use only. The Service is offered only to businesses for business purposes. It is not offered to consumers or for personal, family or household use. Customer confirms that it is a business and is not a consumer.

1.4 Order of precedence. If documents conflict, this order applies: (a) a signed Order, but only for the specific terms it expressly changes; (b) this Agreement; (c) the Documentation; and (d) the Privacy Policy, except that the Privacy Policy controls how ScopeDive handles personal information. Pre-printed terms on a Customer purchase order or vendor form have no effect, even if ScopeDive signs or accepts that document.

2. DEFINITIONS

Capitalized terms have the meanings below or where they are first defined in quotation marks.

Affiliate	An entity that controls, is controlled by, or is under common control with a party, where "control" means owning more than 50% of the voting interests.
Aggregated Data	Data derived from Customer Data or Usage Data that has been de-identified and combined with data of other customers or sources so that it does not identify Customer, its Users, its clients, its projects or any individual, and does not reveal Customer's prices, rates or bid amounts.
Confidential Information	Non-public information that one party discloses to the other that is marked confidential or that a reasonable person would understand to be confidential, including Customer Data, bid amounts, pricing, product plans, security information and the terms of any Order.
Credits	Units, if any, that measure use of usage-based features such as ScopeDive AI document reading, as shown in the Service or an Order.
Customer Data	Drawings, specifications, addenda, files, prices, rates, estimates, bids, company settings and other information that Customer or its Users upload or enter into the Service, and Output generated for Customer. Customer Data does not include Usage Data, Aggregated Data or Service Tool Data.
Documentation	ScopeDive's then-current user guides, help articles and plan descriptions for the Service.
Order	The plan, seats, fees and term Customer selects online, or a written order form or quote signed by both parties.
Output	Any result the Service produces for Customer, including quantities, takeoffs, weights, prices, estimates, bids, proposals, scopes, inclusions, exclusions, RFIs, summaries and reports.
Project Documents	Drawings, specifications, addenda, bulletins, bid forms and other documents prepared by owners, architects, engineers, general contractors or other third parties that Customer uploads to the Service.
Qualified Person	A person chosen by Customer who has the skills and knowledge to read and analyze construction documents, including drawings, specifications and addenda; who can make sound judgments and final decisions based on those documents and on his or her own experience and knowledge; and who knows the best practices for pricing work and for qualifying, including and excluding the items and notes that the Service generates.
ScopeDive AI	Any part of the Service that uses artificial intelligence or machine learning, including document and plan reading, takeoffs, scope drafting, document conflict detection, RFI drafting, pricing suggestions and generated text.
Service	The ScopeDive software platform and related websites, apps, ScopeDive AI, Documentation and support, as updated from time to time.
Service Tool Data	Information that the Service's internal tools create or keep while helping Customer work, including the company memory described in Section 8.3 and the norms, habits, categories and check notes it builds, ScopeDive AI run history, in-app help conversations and Users' personal notes. Files that Customer uploads to these tools remain Customer Data.
Subscription	Customer's paid right to use the Service under a plan for a set number of User seats during a billing period.
Usage Data	Technical and usage information about how the Service is used and performs, such as feature use, clicks, error logs and response times. Usage Data does not include the content of Customer's files.
User	An individual employee or contractor whom Customer authorizes to use the Service under Customer's account.

3. ACCOUNTS AND USERS

3.1 Registration. Customer will provide accurate registration and billing information, including its true legal name and business address, and keep it current.

3.2 Named users. Each User login is for one named individual and may not be shared. Customer may reassign a seat to a new individual when a User leaves or no longer needs access.

3.3 Responsibility for Users. Customer is responsible for its Users' compliance with this Agreement and for all activity under its account. Customer's administrators control User access, roles and permissions, and ScopeDive may rely on their instructions.

3.4 Account security. Customer will keep login credentials confidential, use the multi-factor authentication the Service offers where available, and notify ScopeDive promptly at support@scopedive.com of any suspected unauthorized use.

3.5 Use only for Customer's own business. Customer may use the Service only to run its own business, including preparing the estimates, bids and proposals that Customer itself submits to its own clients. Customer will not allow any other company or business, including an Affiliate, client, partner, related company or successor that does not have its own Subscription, to access or use the Service or Customer's account, or use the Service to prepare estimates, bids or other work that another company submits or uses as its own, unless an Order expressly allows it.

3.6 Refused and terminated companies. ScopeDive may decline to provide the Service to any company at its sole discretion, without giving a reason, to the extent permitted by law. A company that ScopeDive has declined, suspended or terminated (a "Restricted Company") may not register for, access or use the Service under another name, entity or account, or through another Customer, an Affiliate, a successor, or any person acting for it, without ScopeDive's written consent. This also applies to the Restricted Company's owners and officers when acting for a business in the same trade that is under common ownership or control with it. Customer confirms that it is not a Restricted Company and is not registering for or acting on behalf of one. If ScopeDive reasonably believes an account breaches Section 3.5 or this Section 3.6, it may suspend or terminate that account immediately and without refund.

4. PLANS, FEES, PAYMENT AND RENEWAL

4.1 Fees. Customer will pay the fees for its plan, seats and any usage-based features as shown at sign-up or in its Order. Unless an Order states otherwise, fees are billed in advance, monthly or annually, in U.S. dollars.

4.2 Payment. Customer authorizes ScopeDive and its payment processor to charge the payment method on file for all fees when due. For invoiced accounts, payment is due within 30 days of the invoice date.

4.3 Seats and upgrades. Seats added during a billing period are charged on a prorated basis for the rest of that period. Seat reductions and plan downgrades take effect at the next renewal.

4.4 ScopeDive AI Credits. ScopeDive AI runs use Credits. Plans that include ScopeDive AI come with a monthly Credit allowance (the amount for each plan is shown in its plan description). Included Credits reset each month and do not roll over. Beyond the allowance, Customer's account owner or administrator chooses how runs are paid: (a) pay per run, where the Service shows the estimated cost before each run and charges the payment method on file once a User confirms; or (b) prepaid Credits, where the owner or an administrator buys Credits in advance and Users can run ScopeDive AI within that balance without seeing costs. Customer is responsible for all runs started by its Users. Any cost, page or time estimate shown before a run is a good-faith estimate, not a fixed quote. Purchased Credits expire 12 months after purchase, have no cash value and are non-refundable except as stated in Section 4.11.

4.5 Promotional and founding pricing. Discounts, founding-customer pricing and other promotional pricing apply only for the period and conditions stated in the offer or Order. Customer will keep promotional pricing confidential. If no period is stated, ScopeDive may end the promotion at the next renewal with at least 30 days' notice.

4.6 Free trials, early access and beta features. Free trials, early-access programs and features labeled beta, preview or early access are provided for evaluation, may be changed or withdrawn at any time, and are provided "as is" without any warranty, service commitment or indemnity. Notwithstanding Section 13.2, ScopeDive's total liability for them is limited to one hundred U.S. dollars (US$100).

4.7 Automatic renewal. Subscriptions renew automatically for successive periods equal to the current billing period unless either party cancels before the renewal date. For annual Subscriptions, ScopeDive will email Customer a renewal reminder at least 15 and not more than 30 days before the cancellation deadline, stating the renewal date and how to cancel. Customer may cancel online in its account settings.

4.8 Price changes. ScopeDive may change its fees by giving at least 30 days' notice (at least 60 days for annual Subscriptions). New fees apply from the next renewal, never to a period already paid for.

4.9 Late payment and suspension. If an amount is past due, ScopeDive may charge interest of 1% per month or the highest rate permitted by law, whichever is lower, and may suspend the Service after giving at least 10 days' notice. Suspension does not delete Customer Data. Interest accrues on any past-due amount for no more than twelve (12) months from its original due date, and is never charged on unpaid interest.

4.10 Billing disputes. Customer must notify ScopeDive in writing of any good-faith billing dispute within 30 days after the charge. The parties will work in good faith to resolve it, and ScopeDive will not suspend the Service for the disputed amount while the dispute is being discussed in good faith, provided that undisputed amounts are paid.

4.11 Refunds. Fees are non-refundable, including for unused seats, unused Credits or partial periods, except as stated in Sections 11.3, 12.2, 14.1(c) and 15.4, or where required by law.

4.12 Taxes. Fees exclude taxes. Customer will pay all sales, use, value-added and similar taxes on the Service, including Massachusetts sales tax where it applies, other than taxes based on ScopeDive's own income, property or employees, which ScopeDive pays itself. If Customer claims an exemption, it will provide a valid exemption certificate.

5. LICENSE, RESTRICTIONS AND ACCEPTABLE USE

5.1 License. During the Subscription, and subject to this Agreement, ScopeDive grants Customer a limited, non-exclusive, non-transferable, non-sublicensable right for its Users to use the Service for Customer's internal business purposes.

5.2 Ownership. ScopeDive and its licensors own the Service, including its software, ScopeDive AI models, prompts, designs, workflows, standard libraries, templates, Documentation, Aggregated Data and all improvements. No rights are granted except those stated in this Agreement.

5.3 Restrictions. Customer and its Users will not, and will not allow others to:

- copy, resell, sublicense, rent, lease or provide the Service to anyone other than Users, or operate it as a service bureau for others;
- reverse engineer, decompile or try to extract source code, model weights, prompts or training data, except where applicable law prohibits this restriction;
- use the Service or Output to build or train a competing product, or publish benchmarks for a competitor;
- scrape, overload, probe or interfere with the Service; bypass its security measures, usage limits or plan restrictions; or access it by automated means not offered by ScopeDive;
- upload unlawful material, malware, or files Customer has no right to use;
- use the Service in violation of law, including export control and sanctions laws; or
- remove proprietary notices from the Service or Documentation.

5.4 Third-party services. The Service relies on third-party providers, such as hosting, payment, email and AI model providers. ScopeDive is responsible for the third-party providers it uses to deliver the Service under this Agreement, but it is not responsible for products or services Customer chooses to connect or use, such as Customer's email, storage or accounting systems.

5.5 Feedback. If Customer provides suggestions or feedback, ScopeDive may use them freely without obligation to Customer. Feedback does not include Customer Data.

6. SCOPEDIVE AI AND CUSTOMER'S DUTY TO VERIFY

6.1 What ScopeDive AI is. ScopeDive is built to be the most advanced and intelligent estimating platform for trade contractors, and the ScopeDive team invests significant time and expertise in training, testing and refining ScopeDive AI. Even so, ScopeDive AI is an estimating aid. It reads documents and drafts quantities, scopes and other Output for a Qualified Person (defined in Section 2) to review. ScopeDive AI does not submit bids, sign proposals or make decisions for Customer.

6.2 ScopeDive AI can be wrong. Output can be incomplete, inaccurate or wrong. This includes misread drawings; missed, duplicated or misassigned items; wrong dimensions, quantities, weights or units; wrong scope inclusions or exclusions; missed addenda or conflicts; and wrong prices. ScopeDive AI may state incorrect results with confidence, and the same documents can produce different Output on different runs.

6.3 Customer must verify all Output. Customer and its Users are solely responsible for having a Qualified Person review, check and confirm every quantity, price, scope item, calculation and document before relying on it, and before submitting any bid, proposal, quote, change order or purchase order.

6.4 Not professional advice. Output is not engineering, architectural, design, legal, accounting, financial or tax advice, and does not replace the judgment of a Qualified Person or of a licensed engineer, architect or other professional.

6.5 No code, compliance or constructability review. The Service does not check whether any design, item, detail, quantity, means or method complies with building codes, standards, regulations, permits or project requirements, and it does not review constructability, structural adequacy or safety. Generating a price, scope item, note, qualification, inclusion or exclusion does not mean that the item, as drawn, specified or priced, meets any code or requirement or can be built as shown. Code compliance and constructability must always be checked by a Qualified Person and, where required, by a licensed design professional.

6.6 Customer's decisions. All bids, prices, markups, scopes, qualifications and business decisions are made by Customer. Customer is responsible for those decisions and their results, including won or lost bids, under- or over-priced work, and obligations to owners, general contractors, suppliers and others.

6.7 Source documents govern. If Output conflicts with the contract documents, drawings, specifications or addenda, the source documents govern. The Service only reads the documents Customer provides; it cannot account for documents, addenda or bulletins that were not uploaded or that were issued later.

6.8 Ownership of Output. As between the parties, Customer owns the Output generated for it, subject to ScopeDive's ownership of the Service and the rights of third parties in Project Documents. Similar Output may be generated for other customers from similar documents, and Customer gets no exclusive right in Output that is not specific to its own Customer Data.

6.9 Statements about ScopeDive AI. Descriptions of ScopeDive's goals, testing or efforts, in this Agreement, on its website, in demonstrations or in sales materials, are not warranties or promises of any level of accuracy. Results shown in demonstrations depend on the documents used and may differ from Customer's results. Answers from in-app assistants or support staff about how the Service works are for convenience; if they conflict with this Agreement or the Documentation, this Agreement and the Documentation control.

IMPORTANT: SCOPEDIVE AI DRAFTS; YOU DECIDE. ALWAYS CHECK QUANTITIES, SCOPES AND PRICES BEFORE SUBMITTING ANY BID OR PROPOSAL. SCOPEDIVE IS NOT RESPONSIBLE FOR ERRORS IN OUTPUT THAT CUSTOMER DOES NOT CATCH AND CORRECT.

7. CUSTOMER DATA AND PROJECT DOCUMENTS

7.1 Customer owns its data. Customer keeps all rights in Customer Data. Customer grants ScopeDive a non-exclusive, worldwide, royalty-free license to host, copy, process, transmit, display and analyze Customer Data only as needed to provide, support, secure and improve the Service for Customer, to comply with law, and as permitted by Section 8.

7.2 Rights to upload. Customer represents that it has all rights, permissions and consents needed to upload and use Customer Data in the Service, including Project Documents received from owners, architects, engineers and general contractors under bid or contract documents. Customer will follow any confidentiality or use restrictions that apply to Project Documents.

7.3 Project Documents stay with their owners. ScopeDive claims no ownership of Project Documents. Copyright and other rights in drawings and specifications remain with their authors. ScopeDive will not share Project Documents with other customers.

7.4 Infringement notices. ScopeDive may remove or disable access to Customer Data that it reasonably believes infringes third-party rights or violates law, and will notify Customer where lawful. ScopeDive has registered a designated agent with the U.S. Copyright Office (Registration No. DMCA-1082306). Notices of claimed copyright infringement under 17 U.S.C. § 512 should be sent to: Copyright Agent, ScopeDive Technologies LLC, 75 State Street, Suite 100, Boston, MA 02109; admin@scopedive.com. ScopeDive will terminate, in appropriate circumstances, the accounts of repeat infringers.

7.5 Export. Customer may export its Customer Data at any time during the Subscription using the export tools in the Service, and for 30 days after termination as described in Section 15.5. Exports contain Customer's records, such as projects, estimates, bids, proposals, prices, rates, costs, contacts, Users and company settings, and the files Customer or its Users uploaded, in their original form. Exports do not include Service Tool Data.

7.6 Backups. ScopeDive keeps routine backups for disaster recovery, but the Service is not a records archive. Customer is responsible for keeping its own copies of submitted bids, proposals and other records it must retain.

7.7 Personal information. ScopeDive handles personal information as described in its Privacy Policy at scopedive.com/privacy. Customer will not upload sensitive personal information that the Service does not need, such as Social Security numbers, financial account numbers or health information. To the extent ScopeDive processes personal information on Customer's behalf, it does so as Customer's service provider and only on Customer's instructions under this Agreement, and will not sell or share it for advertising. ScopeDive will provide a data processing addendum on request.

7.8 Legal requests. If ScopeDive receives a subpoena or other legal demand for Customer Data, it will notify Customer before responding, unless the law prohibits notice, so that Customer can seek a protective order.

8. IMPROVING SCOPEDIVE AI; AGGREGATED DATA

8.1 What ScopeDive may do. ScopeDive may use Usage Data, and (subject to Section 8.4 for Customer Data) may create and use Aggregated Data, to operate, secure, support, test, train and improve the Service and ScopeDive AI, and to prepare industry statistics.

8.2 What ScopeDive will not do. ScopeDive will not: (a) show Customer's prices, rates, bid amounts, project names, client names or Project Documents to any other customer; (b) sell Customer Data; or (c) allow its third-party AI model providers to use Customer Data to train their own general models.

8.3 Company memory stays with Customer. Lessons, preferences and corrections that ScopeDive AI learns from Customer's files and edits (for example, "always exclude this item for our company") are Service Tool Data. They are stored for Customer's account, applied only to Customer's projects, kept confidential under Section 9 and deleted under Section 15.5. They are not included in exports.

8.4 Training only with Customer's opt-in. ScopeDive will use Customer Data to create Aggregated Data for training shared ScopeDive AI models only if Customer opts in, for example by turning on "Help improve ScopeDive AI" in its account settings. Customer may withdraw its opt-in at any time; withdrawal applies going forward and does not require ScopeDive to remove Aggregated Data already created. Without an opt-in, ScopeDive uses Customer Data only to provide the Service to Customer, including the company memory described in Section 8.3.

8.5 No quiet changes. ScopeDive will not expand how it uses Customer Data for training beyond this Section 8 without Customer's affirmative consent, and any expansion will apply only to data collected after consent.

9. CONFIDENTIALITY

9.1 Protection. Each party will use the other's Confidential Information only to perform or exercise rights under this Agreement, protect it with at least reasonable care, and disclose it only to its employees, contractors, advisors and service providers who need to know it and are bound by confidentiality duties at least as protective as this Section.

9.2 Exclusions. Confidential Information does not include information that is or becomes public through no fault of the recipient, was already known to the recipient without restriction, is independently developed without use of the other's information, or is lawfully received from a third party without restriction.

9.3 Compelled disclosure. The recipient may disclose Confidential Information when required by law, after giving prompt notice where lawful and reasonable cooperation with any effort to limit the disclosure.

9.4 Duration. These duties last during the Agreement and for three (3) years after it ends, and for trade secrets and Customer Data, for as long as they remain confidential or are held by the recipient.

10. SECURITY AND INCIDENT NOTICE

10.1 Security program. ScopeDive maintains a written information security program with administrative, technical and physical safeguards appropriate to the nature of the Service. It includes: encryption of Customer Data in transit and at rest; role-based access controls and per-company data separation; multi-factor authentication for ScopeDive staff with production access; logging of administrative access; timely security patching; review of key service providers; and an incident response plan.

10.2 Massachusetts requirements. ScopeDive's program is designed to meet the Massachusetts data security regulation (201 CMR 17.00) for personal information of Massachusetts residents that it receives through the Service.

10.3 Incident notice. If ScopeDive confirms unauthorized access to, or acquisition, loss or disclosure of, Customer Data in its or its service providers' systems (a "Security Incident"), it will notify Customer without undue delay and in any event within 72 hours after confirming it, give the information reasonably available to help Customer meet its own obligations, take reasonable steps to contain and fix it, and keep Customer informed. Notice is not an admission of fault.

10.4 Customer's part. Customer is responsible for its Users' devices, credentials and access settings, and for the security of its own systems and connections.

10.5 No absolute guarantee. No system is completely secure. Except for its commitments in this Section 10, ScopeDive does not guarantee that Customer Data will never be lost, accessed or corrupted.

11. AVAILABILITY, SUPPORT AND CHANGES

11.1 Availability. ScopeDive will use commercially reasonable efforts to keep the Service available 24 hours a day, 7 days a week, except for planned maintenance, which it will try to schedule outside normal U.S. business hours, and events described in Section 17.5. Any uptime commitment and service credits apply only if stated in an Order, and service credits are then Customer's sole remedy for unavailability.

11.2 Support. ScopeDive provides support through in-app help and support@scopedive.com Monday through Friday, 8:00 a.m. to 5:00 p.m. Eastern Time, excluding U.S. federal holidays, as described in the Documentation for Customer's plan.

11.3 Changes to the Service. ScopeDive may update and improve the Service. ScopeDive will not materially reduce the core functionality of Customer's plan during a paid Subscription term. If it does, Customer may terminate the affected Subscription and receive a prorated refund of prepaid fees for the remaining term.

12. WARRANTIES AND DISCLAIMERS

12.1 Mutual warranties. Each party warrants that it is duly organized, has authority to enter into this Agreement, and will comply with laws that apply to it in performing this Agreement.

12.2 Limited service warranty. ScopeDive warrants that, during a paid Subscription, the Service will perform materially as described in the Documentation, excluding the accuracy or completeness of Output. If Customer reports a breach of this warranty in writing within 30 days after it first occurs, ScopeDive will use reasonable efforts to correct it. If ScopeDive cannot correct it within 30 days after the report, either party may terminate the affected Subscription, and ScopeDive will refund prepaid fees for the remaining term. This is Customer's sole and exclusive remedy, and ScopeDive's only obligation, for breach of this warranty.

12.3 DISCLAIMER. EXCEPT AS EXPRESSLY STATED IN THIS SECTION 12, THE SERVICE, SCOPEDIVE AI AND ALL OUTPUT ARE PROVIDED "AS IS" AND "AS AVAILABLE." TO THE MAXIMUM EXTENT PERMITTED BY LAW, SCOPEDIVE DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, TITLE, NON-INFRINGEMENT AND ANY WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. SCOPEDIVE DOES NOT WARRANT THAT THE SERVICE WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT ANY OUTPUT WILL BE ACCURATE, COMPLETE OR SUITABLE FOR ANY BID.

13. LIMITATION OF LIABILITY

13.1 EXCLUDED DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, LOST REVENUE, LOST BIDS

OR CONTRACTS, BID OR PRICING ERRORS, COST OVERRUNS, BACKCHARGES, LIQUIDATED DAMAGES OWED TO OTHERS, DELAYS, LOSS OF GOODWILL, OR LOSS OR CORRUPTION OF DATA, HOWEVER CAUSED, EVEN IF ADVISED OF THEIR POSSIBILITY.

13.2 LIABILITY CAP. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY'S TOTAL LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT WILL NOT EXCEED THE FEES PAID AND PAYABLE BY CUSTOMER TO SCOPEDIVE FOR THE SERVICE IN THE 12 MONTHS BEFORE THE FIRST EVENT GIVING RISE TO LIABILITY, OR US$500 IF GREATER.

13.3 Exceptions. Sections 13.1 and 13.2 do not limit: (a) Customer's obligation to pay fees; (b) either party's indemnity obligations under Section 14; (c) Customer's liability for breach of Sections 3.5, 3.6 or 5.3; or (d) liability that cannot be limited by law, including for a party's fraud, gross negligence or willful misconduct.

13.4 Claims against individuals. Customer will bring claims only against ScopeDive Technologies LLC, and not personally against its members, managers, employees or contractors, except where the law does not allow this limitation.

13.5 Basis of the bargain. These limits apply to all claims and theories, whether in contract, warranty, tort (including negligence), statute or otherwise, and even if a limited remedy fails of its essential purpose. They are an essential basis of the bargain, and ScopeDive's fees reflect them.

14. INDEMNIFICATION

14.1 By ScopeDive. ScopeDive will defend Customer against any third-party claim alleging that the Service, as provided by ScopeDive, infringes a U.S. patent, copyright or trademark or misappropriates a trade secret, and will pay damages and costs finally awarded or agreed in settlement. If such a claim is made or likely, ScopeDive may, at its option: (a) obtain the right for Customer to continue using the Service; (b) modify it to be non-infringing without material loss of functionality; or (c) if (a) and (b) are not commercially reasonable, terminate the affected Subscription and refund prepaid fees for the remaining term. ScopeDive has no obligation for claims arising from Customer Data, Project Documents, Output modified by Customer, combinations with items not provided by ScopeDive, or use in breach of this Agreement. This Section 14.1 states ScopeDive's entire liability for infringement claims.

14.2 By Customer. Customer will defend ScopeDive and its members, managers and employees against any third-party claim, and pay resulting losses and costs (including reasonable attorneys' fees), arising from: (a) Customer Data, including a claim that Project Documents or other Customer Data infringe third-party rights; (b) bids, proposals, quotes or work that Customer prepares or performs using Output; (c) Customer's or its Users' breach of Sections 3.5, 3.6 or 5.3; or (d) Customer's violation of law.

14.3 Procedure. The party seeking defense will notify the other promptly (delay excuses the defending party only to the extent it is prejudiced), give it sole control of the defense and settlement, and provide reasonable cooperation at the defending party's expense. The defending party will not settle a claim in a way that admits fault by, or imposes obligations on, the other party without its written consent, which will not be unreasonably withheld.

15. TERM, SUSPENSION AND TERMINATION

15.1 Term. This Agreement starts when Customer accepts it and continues while Customer has an active Subscription or trial. It ends when the Subscription or trial is canceled, expires or is terminated, even if Customer's account or login still exists. Section 15.5 then applies.

15.2 Cancellation. Customer may cancel at any time in its account settings or by emailing support@scopedive.com. Cancellation takes effect at the end of the current billing period, and Customer keeps access until then.

15.3 Suspension. ScopeDive may suspend access, limited to the affected Users or features where practical, if: (a) payment is overdue as described in Section 4.9; (b) Customer's use poses a security risk or threatens the Service or others; or (c) suspension is required by law. Except in an emergency, ScopeDive will give notice first and will restore access promptly once the cause is resolved. If an amount remains unpaid for more than 60 days after ScopeDive's notice of non-payment, ScopeDive may terminate this Agreement by written notice, and Section 15.5 will then apply.

15.4 Termination. Either party may terminate this Agreement if the other materially breaches it and does not cure the breach within 30 days after written notice. Termination for non-payment is covered by Section 15.3. ScopeDive may discontinue the Service with at least 90 days' notice and will refund prepaid fees for the period after discontinuation. If Customer terminates for ScopeDive's uncured breach, ScopeDive will refund prepaid fees for the remaining term.

15.5 Data after termination. For 30 days after termination, ScopeDive will make Customer Data available for export, except where termination was for Customer's breach of Section 3.5, 3.6 or 5.3 or for violation of law. After that period, ScopeDive will delete Customer Data and Service Tool Data from active systems within 60 days, and from backups in the ordinary backup cycle, not to exceed 90 days, except where the law requires longer retention. Retained copies remain subject to Section 9.

15.6 Survival. Sections 4 (for amounts owed), 5.2, 5.5, 6, 7.3, 8, 9, 12.3, 13, 14, 15.5, 15.6, 16 and 17 survive termination.

16. DISPUTES

16.1 Talk first. Before starting a lawsuit, a party will give the other written notice describing the dispute, and senior representatives will try in good faith to resolve it for at least 30 days. This does not prevent either party from seeking urgent injunctive relief to protect its intellectual property or Confidential Information.

16.2 Governing law. This Agreement is governed by the laws of the Commonwealth of Massachusetts, without regard to conflict-of-law rules. The UN Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act do not apply.

16.3 Courts. The state and federal courts located in Suffolk County, Massachusetts, have exclusive jurisdiction, and each party consents to them.

16.4 JURY WAIVER. TO THE EXTENT PERMITTED BY LAW, EACH PARTY WAIVES ITS RIGHT TO A JURY TRIAL IN ANY LAWSUIT ARISING OUT OF OR RELATING TO THIS AGREEMENT.

16.5 Individual claims only. Claims may be brought only on an individual basis and not as a plaintiff or class member in any class, consolidated or representative action, where permitted by law.

16.6 Time limit. Any claim arising out of or relating to this Agreement must be brought within one (1) year after the claiming party knew or should have known of it, or it is permanently barred, where permitted by law.

17. GENERAL TERMS

17.1 Changes to this Agreement. ScopeDive may update this Agreement by posting a new version and notifying Customer by email or in the Service at least 30 days before a material change takes effect. For a paid Subscription term already in progress, a material change applies from the next renewal unless Customer accepts it earlier, except for changes that are required by law or that address new features, which apply when posted. Changes to Section 8 also follow Section 8.5. If Customer objects to a material change, it may cancel before the change applies to it. Continued use after a change applies means acceptance. ScopeDive may require Customer to click to accept a new version.

17.2 Entire agreement; no reliance. This Agreement, any Order and the documents referenced in it are the entire agreement between the parties about the Service and replace all prior proposals, demonstrations, discussions and agreements. Each party confirms that, in entering into this Agreement, it has not relied on any statement, demonstration or promise not set out in this Agreement or an Order. This does not limit liability for fraud.

17.3 Assignment. Neither party may assign this Agreement without the other's written consent, except that either party may assign it, with notice, to an Affiliate or to a successor in a merger, acquisition or sale of all or substantially all of its business or assets, if the assignee agrees in writing to be bound. Any other attempted assignment is void.

17.4 Independent parties. The parties are independent contractors. Nothing in this Agreement creates a partnership, joint venture, employment, fiduciary or agency relationship.

17.5 Force majeure. Neither party is liable for delay or failure caused by events beyond its reasonable control, including outages of internet, hosting or AI model providers not caused by the affected party, cyberattacks despite reasonable safeguards, natural disasters, epidemics, labor disputes not involving the affected party's own workers, war, terrorism or government action. This does not excuse payment obligations.

17.6 Publicity. ScopeDive may list Customer's name and logo as a customer on its website and in sales materials unless Customer opts out by emailing support@scopedive.com. ScopeDive will not publish case studies, quotes or project details without Customer's written consent.

17.7 Export and sanctions. Customer will not use or allow access to the Service in a country or by a person subject to U.S. embargoes or sanctions, or in violation of U.S. export laws.

17.8 Government users. The Service is commercial computer software and commercial computer software documentation, provided to U.S. government users only with the rights in this Agreement.

17.9 Electronic communications. Customer agrees to receive notices, invoices and other communications electronically, and agrees that electronic acceptance of this Agreement and of Orders is as binding as a signed writing.

17.10 Severability; waiver; interpretation. If any provision is unenforceable, it will be enforced to the maximum extent permitted and the rest remains in effect. A failure or delay in enforcing a provision is not a waiver. Headings are for convenience only, and "including" means "including without limitation." No provision will be interpreted against a party because that party drafted it.

17.11 Notices. Legal notices to ScopeDive must be sent to admin@scopedive.com, with a copy by mail or courier to ScopeDive Technologies LLC, Attn: Legal, 75 State Street, Suite 100, Boston, MA 02109. Notices to Customer go to the email address of its account owner or the notice address in its Order. Notices are effective when received, and email notices are received when sent unless a bounce is received.

17.12 No third-party beneficiaries. There are no third-party beneficiaries of this Agreement, except the individuals protected by Sections 13.4 and 14.2.