

TERMS OF SERVICE

Effective Date: January 1, 2026

Last Updated: January 1, 2026

1. AGREEMENT TO TERMS

These Terms of Service ("Terms") constitute a legally binding agreement between you and Source Technologies, Inc. governing access to and use of the OptiRF platform.

By accessing or using the Platform, you represent that you have read, understood, and agree to be bound by these Terms.

If you are using the Platform on behalf of an entity, you represent that you have authority to bind that entity.

2. SERVICES AND PLATFORM ROLE

OptiRF is an AI-driven decision-support platform designed to facilitate RFI/RFP intake, vendor discovery, and intelligent matching.

The Platform operates as a neutral technology intermediary and does not act as an agent, broker, or fiduciary for any user.

Source does not guarantee outcomes, vendor performance, or business results derived from use of the Platform.

3. USER RESPONSIBILITIES

Users are solely responsible for all content submitted and decisions made based on Platform outputs.

Users must ensure all data provided is accurate, lawful, and does not infringe on third-party rights.

Users are responsible for compliance with applicable laws, including data protection regulations.

4. AI AND AUTOMATED OUTPUTS

The Platform utilizes artificial intelligence and machine learning models to generate recommendations, scoring, and analytics.

AI outputs may be incomplete, inaccurate, or biased and should not be relied upon without independent validation.

Source disclaims liability for any reliance on AI-generated outputs.

5. USER CONTENT AND LICENSE

Users retain ownership of all content submitted to the Platform.

Users grant Source a worldwide, non-exclusive, royalty-free license to use, process, analyze, and display such content.

This license includes the right to use content for improving algorithms, generating insights, and enhancing services.

6. CONFIDENTIALITY AND DATA USE

Users agree to maintain the confidentiality of all non-public information accessed through the Platform.

Source may use aggregated and anonymized data for analytics, benchmarking, and product improvement.

7. FEES AND PAYMENT TERMS

Certain features may be subject to fees as disclosed separately.

All payments are non-refundable unless otherwise stated in writing.

Source reserves the right to modify pricing upon notice.

8. INTELLECTUAL PROPERTY RIGHTS

All rights, title, and interest in the Platform, including software, algorithms, and content, remain the exclusive property of Source.

Users may not copy, reverse engineer, or exploit the Platform without authorization.

9. DISCLAIMERS

THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND.

SOURCE DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

10. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, SOURCE SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES.

TOTAL LIABILITY SHALL NOT EXCEED THE AMOUNT PAID BY THE USER IN THE PRIOR 12 MONTHS.

11. INDEMNIFICATION

Users agree to indemnify and hold harmless Source from claims arising out of their use of the Platform or violation of these Terms.

12. TERMINATION

Source may suspend or terminate access at any time for violations, security concerns, or legal obligations.

Upon termination, all rights granted to the user will cease immediately.

13. GOVERNING LAW AND DISPUTES

These Terms are governed by the laws of the State of Delaware.

Disputes shall be resolved through binding arbitration unless otherwise required by law.

14. CONTACT INFORMATION

Source Technologies, Inc.

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