

DIGITAL POLICY ALERT

DPA MCP Terms

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PREAMBLE

These DPA MCP Terms ("MCP Terms") supplement the DPA Licensed Data — General Terms ("General Terms") for the DPA Model Context Protocol server delivery channel (the "MCP Server") only. They apply where an Order or Subscription Confirmation includes the MCP Server. They do not incorporate the DPA API Terms, which apply only where the same Subscriber separately receives direct API access. Capitalised terms not defined herein have the meaning given in the General Terms or, for self-service purchases, the Online Purchase Terms.

The General Terms govern all matters relating to the Licensed Data itself, including intellectual property, licence classes, usage restrictions, warranties, liability, and governing law. These MCP Terms address only the operational terms specific to the MCP channel: accounts, seats and workspaces, usage metering, channel-specific acceptable use, and the AI-host relationship. Formation, prices, renewal, cancellation, refunds, taxes, and payment are governed by the Online Purchase Terms and the Subscription Confirmation (or, for negotiated sales, the Order); they are not addressed in these MCP Terms.

1. ADDITIONAL DEFINITIONS

- **'MCP Server'** means the DPA Model Context Protocol server, the delivery channel through which SGEPT makes the Licensed Data available for retrieval by an AI Host in response to Named User queries.
- **'Account'** means the individual or organisational account established by a Subscriber, or provisioned by a Subscriber for a Named User, to access the MCP Server.
- **'AI Host'** (also referred to as an 'AI Client') means the third-party software application, model, or service (whether cloud-hosted or run locally on the Subscriber's own infrastructure or device) through which a Named User interacts with the MCP Server. An AI Host is a Service Provider for the purposes of, and subject to, General Terms Section 4.7.
- **'Workspace'** means the organisational environment established under a Team Subscription within which Named Users, seats, and the pooled Event Record allowance are administered.
- **'Named User'** means an individual authorised to access the MCP Server under an Account: in the case of a Personal Subscription, the Subscriber itself; in the case of a Team Subscription, an individual assigned a seat within the Workspace.
- **'Event Record'** means a distinct DPA event returned in full text by the MCP Server in response to a query, counted in accordance with Section 4.
- **'Personal Subscription'** means a Subscription to the MCP Server held by an individual Subscriber, without a Workspace or a pooled allowance.
- **'Team Subscription'** means a Subscription to the MCP Server held by an organisational Subscriber under which one or more Named Users are assigned seats within a Workspace and share a pooled Event Record allowance.

- **'Allowance'** means the number of Event Records included in the Subscriber's purchased plan for each reset period, as stated in the pricing page in effect at purchase and recorded in the Subscription Confirmation or Order.
- **'MCP Subscription'** means a Subscription that includes the MCP Server, whether a Personal Subscription, a Team Subscription, or a Subscription under a negotiated Order.
- **'Fair Use Rate Limit'** means the maximum query frequency and pattern SGEPT permits per Named User, independent of the Allowance, to preserve MCP Server quality and integrity for all Subscribers.

2. ACCOUNTS AND AUTHENTICATION

2.1 Account Creation. A Subscriber accesses the MCP Server through an Account. For a Personal Subscription, the Subscriber's Account is used directly by the Subscriber as the sole Named User. For a Team Subscription, the Subscriber establishes a Workspace and assigns seats to Named Users as described in Section 3.

2.2 Supported Clients. The MCP Server may be accessed through any AI Host that supports the Model Context Protocol and that a Named User has configured with valid Account credentials. SGEPT does not warrant compatibility with any specific AI Host.

2.3 Credential Security. Account credentials are personal to the Named User to whom they are issued and must not be shared. The Named User is responsible for storing credentials securely, rotating or revoking credentials on suspected compromise, and notifying SGEPT promptly of any suspected compromise. SGEPT may revoke and reissue credentials where a security risk is identified.

2.4 Personal Use of Individual Plans. A Personal Subscription is licensed for the professional use of the individual Subscriber as its sole Named User, including use in the course of the Subscriber's employment or engagement by an organisation. A Personal Subscription does not permit multi-user access: sharing its access between individuals, an organisation provisioning or centrally administering Personal Subscriptions for multiple individuals as a substitute for a Team Subscription, or any other arrangement that has the effect of extending a single Personal Subscription's access to more than one individual, in each case requires a Team Subscription or a negotiated Order.

3. SEATS AND WORKSPACES

3.1 Seat Assignment. Under a Team Subscription, the Subscriber assigns seats within its Workspace to individual Named Users and may reassign a seat from one individual to another not more than once per thirty (30) calendar days per seat, except that a seat may be reassigned at any time upon a Named User's departure from the Subscriber's organisation or permanent change of role.

3.2 Pooled Allowance. The Allowance under a Team Subscription is pooled across all Named Users within the Workspace; no individual Named User holds a separately allocated allowance.

3.3 Authority to Bind. The individual who accepts the Agreement Documents on behalf of an organisational Subscriber taking a Team Subscription represents and warrants that they have the authority to bind that organisation.

3.4 Responsibility for Named Users. The Subscriber is responsible for the acts and omissions of each of its Named Users in connection with the MCP Server as if such acts or omissions were the Subscriber's own, including any resulting breach of the General Terms, and remains liable for a Named

User's conduct occurring before that Named User's seat is revoked, notwithstanding the Named User's departure from the Subscriber's organisation.

3.5 Plan Changes and Conversion. Seat additions, reductions, plan changes, and any conversion of a Team seat to a Personal Subscription are handled as stated in the Online Purchase Terms and the then-current pricing page. Any conversion offer refers to the plans then available on the pricing page; no conversion is conditional on matching a seat's allowance where no available plan matches it.

4. USAGE METERING

4.1 Counting. Use of the MCP Server is measured in Event Records. A query that returns a DPA event in full text consumes one unit of Allowance per distinct event. Searches, counts, lookups, and other queries that do not return a full-text event record do not consume Allowance. The Allowance and its reset frequency are stated in the pricing page in effect at purchase and recorded in the Subscription Confirmation or Order.

4.2 No Double-Counting. Successive queries referencing the same Event Record within a continuous session are counted once. A 'continuous session' means a period of a Named User's use without an interruption exceeding sixty (60) minutes, as recorded by SGEPT's metering systems in accordance with Section 4.4.

4.3 Reset and Exhaustion. The Allowance resets at the stated frequency; unused Allowance does not carry forward unless the Subscription Confirmation or Order expressly states otherwise. Where the Allowance for the then-current period is exhausted, the MCP Server will decline to serve further Event Records until the Allowance resets or the Subscriber purchases a higher plan under the Online Purchase Terms; queries that do not consume Allowance continue to function. Any in-product prompt to upgrade is a user-experience feature only and does not constitute a contractual offer or obligation on SGEPT's part.

4.4 Metering Evidence Rule. SGEPT's Event Record counts, as recorded in SGEPT's systems, are determinative for all purposes under the Agreement Documents, absent manifest error. A Subscriber disputing a recorded count must notify SGEPT in writing within thirty (30) calendar days of the count being reflected in the Subscriber's Account; SGEPT will investigate promptly and correct any count shown to be in error.

4.5 Metering Is Not Licence. The counting, reset, and quota mechanics in this Section define access and billing limits only. They do not grant, expand, or otherwise vary the licence granted under General Terms Section 4. Outputs that do not consume Allowance remain subject to the Subscriber's licence class and to General Terms Section 4.6.

5. FAIR USE AND RATE LIMITS

SGEPT applies the Fair Use Rate Limit to the MCP Server to preserve service quality for all Subscribers, independent of and in addition to the Allowance. SGEPT may throttle or temporarily suspend a Named User's access where that Named User's query pattern is inconsistent with human-directed, ad hoc analytical use, including where paced or scripted querying is designed to extract Event Records at a systematic rate over an extended period.

6. CHANNEL-SPECIFIC ACCEPTABLE USE

An MCP Subscription licenses interactive, human-directed querying of the Licensed Data by Named Users. The Subscriber's permitted use of MCP outputs is determined by the licence class selected under the General Terms, together with Permitted Citation, which applies to MCP outputs with the same meaning as in every other channel. In addition to the common restrictions in General Terms Section 4.6, which these MCP Terms do not restate, the Subscriber shall not, and shall not permit any Named User to:

- **(a) Multiply allowances.** Create, register, or use multiple Accounts, Named User seats, or Workspaces for the purpose of circumventing, multiplying, or pooling Allowances beyond those purchased.
- **(b) Share credentials or connectors.** Share Account credentials or configured connectors between individuals in a manner that has the effect of extending a single Named User's access to more than one individual.
- **(c) Systematically extract under quota.** Use automated, scripted, or paced querying techniques to extract Event Records at or near the Fair Use Rate Limit over an extended period, where the pattern of extraction is inconsistent with human-directed, ad hoc analytical use.
- **(d) Bypass technical controls.** Attempt to bypass, disable, or interfere with the Fair Use Rate Limit, the Allowance, or any other technical control described in this Section.
- **(e) Systematically accumulate outputs.** Use automated, scripted, or systematic means to load outputs retrieved from the MCP Server into any database, data warehouse, dashboard, or model-training corpus; feed such outputs into any automated pipeline; or otherwise accumulate retrieved Event Records into a stored body of records serving as a local copy of, or substitute for, the Licensed Data. Ad hoc retention of individual outputs within the Subscriber's internal systems, within the Subscriber's licence class, is not restricted by this paragraph. High-throughput, automated, or programmatic ingestion is outside the scope of any MCP Subscription and requires a separately granted API Subscription; no such right is implied.

These restrictions are enforced through objective, technical limits (the Fair Use Rate Limit, the prohibition on bulk or systematic retrieval, and the Allowance itself) rather than through a definitional test of a Named User's intent.

7. AI-HOST RELATIONSHIP

7.1 Dependency. Operation of the MCP Server for a Named User depends on a third-party AI Host selected and configured by that user. The AI Host's availability, account terms, and model behaviour are outside SGEPT's control. Nothing in these MCP Terms disapplies, amends, or purports to override the AI Host's own terms, which are separate from the Agreement Documents (General Terms Section 25).

7.2 Subscriber Selects and Contracts with the AI Host. The Subscriber selects, and contracts directly with, its chosen AI Host. SGEPT is not a party to that relationship and assumes no responsibility under it. An AI Host is a Service Provider subject to the conditions and settings safe-harbour of General Terms Section 4.7; the Subscriber must configure it consistently with that Section and monitor the AI Host's terms and settings on an ongoing basis.

7.3 Outputs. Responses generated through an AI Host can contain errors, omissions, or host-generated material that does not originate from the Licensed Data. Outputs are not authored or endorsed by SGEPT and require verification in accordance with General Terms Section 2.3.

7.4 No Confidential or Personal Data in Queries. The Subscriber shall not, and shall not permit any Named User to, submit confidential information or personal data to the MCP Server or its chosen AI Host through a query, unless the Subscriber has a lawful basis for doing so and accepts the AI Host's processing arrangements with respect to that information. SGEPT's own processing of account, query, and usage data for the MCP Server is described in the privacy policy published on the DPA website.

8. PROFESSIONAL USE ONLY

MCP Subscriptions are not available to consumers. By accepting the Agreement Documents, the Subscriber represents that it is acting wholly or predominantly for purposes related to its trade, business, craft, or profession, and not for personal, family, or household purposes. This representation is evidence of, and does not itself determine, the Subscriber's legal status under applicable consumer-protection law.

9. SERVICE LEVELS

No service level agreement applies to the MCP Server unless expressly incorporated in a negotiated Order. Absent such incorporation, the MCP Server is provided on an "as available" basis, and no Service Level Agreement published for any other channel extends to it.

10. INCORPORATION

The General Terms govern all legal terms applicable to the Subscriber's use of the MCP Server, including without limitation intellectual property (Section 3), licence and restrictions (Section 4, including the Service Provider carve-out in Section 4.7), attribution (Section 5), data security (Section 7), warranties and disclaimers (Sections 11–12), limitation of liability (Section 13), indemnification (Section 14), term, suspension, and termination (Section 16), modification (Section 17), precedence (Section 18), and governing law (Section 21), in each case of the General Terms. For self-service purchases, the Online Purchase Terms govern formation and billing as stated in General Terms Section 18.