MCP Terms

Currency

These MCP Terms are current from 15 August 2026

1. Agreement

1.1 **Schedule**: These "**MCP Terms**" are incorporated into Your Agreement with InfoTrack and applies when You access or use an InfoTrack MCP Server.

1.2 If You don't have an existing Agreement with InfoTrack, then the Agreement comprises these MCP Terms and the InfoTrack General Terms located at https://www.infotrack.com/hubfs/Legal%20terms/InfoTrack%20Global%20General%20Terms%20-%20US%20-%201%20July%202026.pdf and will commence on the earlier of when you click "I Accept", a check box or similar present with these MCP Terms.

1.3 **MCP Terms**: Where these MCP Terms apply, they:

(a) must be read together with the terms and conditions of the Agreement;

(b) will govern Your use of the InfoTrack MCP Server; and

(c) prevails to the extent of any inconsistency with the Agreement.

2. Intellectual Property & Licence

2.1 **MCP Licence**: Subject to these MCP Terms, InfoTrack grants You a non-exclusive, non-transferable, non-sublicensable, revocable, limited licence to access and use the InfoTrack MCP Server solely for the limited purposes of:

(a) developing, implementing and maintaining an integration between the AI Agent with the InfoTrack MCP Server;

(b) configuring the AI Agent to integrate to the InfoTrack MCP Server for the purposes of enabling Permitted Users of the Application to search for, order and access InfoTrack Products; and

(c) testing the integration with the AI Agent in the Test Environment of the InfoTrack MCP Server.

2.2 The Parties acknowledge that the Model Context Protocol is an open standard, but the InfoTrack Products accessed through the InfoTrack MCP Server remain proprietary to InfoTrack.

3. Access to the InfoTrack MCP Server

3.1 **InfoTrack Obligations**: InfoTrack will ensure the InfoTrack MCP Server and any ordered InfoTrack Products are accessible by Permitted Users in accordance with these MCP Terms.

4. Client Acknowledgements

4.1 You acknowledge and agree that:

(a) InfoTrack, acting reasonably, reserves the right to suspend Your access to the InfoTrack MCP Server or impose restrictions or rate limitations on the number and frequency of Calls to the InfoTrack MCP Server where:

(i) Fair Use is exceeded;

(ii) Rate Limits are exceeded;

(iii) Call volumes nears or may exceed InfoTrack MCP Server capacity (as determined by InfoTrack);

(iv) it is reasonably necessary for the security or continued viability of the InfoTrack MCP Server;

(v) there is any event of degradation or instability in the InfoTrack MCP Server or any other InfoTrack System;

(vi) where InfoTrack reasonably considers that there is, or is likely to be, a breach of these MCP Terms;

(vii) required by a Third Party Supplier under the Agreement.

(b) InfoTrack may develop, operate, or provide applications that directly or indirectly compete with the Application or AI Agent (now or in the future);

(c) You are solely responsible for and bear all costs of:

(i) Developing and maintaining the integration between the AI Agent and the InfoTrack MCP Server, including any modifications to the Application or AI Agent;

(ii) any systems and technologies required to access and use the InfoTrack MCP Server;

(iii) ensuring Your AI Agent, Application and systems comply with any functionality or security requirements in this Agreement;

(iv) all LLM token costs, ISP fees and telecommunications fees required to integrate with the InfoTrack MCP Server.

5. Integration Requirements

5.1 Except where expressly permitted under the Agreement or this Schedule, when accessing the InfoTrack MCP Server, Your AI Agent and Application must:

(a) meet or exceed these Integration Requirements throughout the Term;

(b) display InfoTrack Disclaimers and InfoTrack Trade Marks where notified in writing by InfoTrack;

(c) not store, cache, retain, or persist any InfoTrack Materials beyond the minimum time necessary to generate a response and permanently and securely delete them from the AI Agent and Application within 7 days of retrieval;

(d) not use InfoTrack Materials for training, fine-tuning, improving, or updating the AI Agent's models, algorithms, or knowledge base;

(e) not incorporate InfoTrack Materials into long-term memory, embeddings, vector databases or RAG systems, aggregate them for analytics or pattern recognition, or use them as context for subsequent third-party requests; and

(f) restrict access to the InfoTrack Products only users that are authenticated by InfoTrack.

6. Third-Party AI Models:

6.1 If You use a third-party AI Agent or third-party AI models, You shall:

(a) ensure the contract with the third party includes obligations equivalent to the Integration Requirements;

(b) use enterprise API tiers with zero data retention; and

(c) remain responsible and liable for any breach of this Agreement by the third-party as if it were a breach by You.

7. Test Environment

7.1 InfoTrack will provide You with access to the UAT, test or stage environments of the InfoTrack MCP Server (**Test Environment**).

7.2 You acknowledge and agree that:

(a) access to the Test Environment is for the limited purposes of testing, evaluating and user acceptance testing (**Test Purposes**);

(b) the Test Environment does not contain live production data and You must not rely on or use any InfoTrack Materials accessed from the Test Environment;

(c) it must not use the Test Environment in a live production instance of the Application nor enable Permitted Users to access or use the Test Environment or any of the InfoTrack Materials obtained from the Test Environment for any purposes other than for the Test Purposes;

(d) the Test Environment may not be secure and You must not use production data or Personal Information when conducting the Test Purposes; and

(e) InfoTrack excludes all liability, howsoever arising, in connection with the Test Environment.

8. Definitions and Interpretation

8.1 **Definitions**: In addition to the defined terms set out in the Agreement, the following definitions apply in this Schedule:

8.2 **Agreement** has the meaning given under your existing agreement with InfoTrack, which may include the General Terms located at the link above in section 1.2, Your Master Services Agreement, or iTrack Agreement; or if there is no pre-existing agreement, then the agreement formed under clause 1.2 above.

AI Agent means the artificial intelligence system owned or licensed by You, including all machine learning models, large language models (LLMs), neural networks, algorithms, natural language processing components, and related software, that processes user queries and generates responses. The AI Agent is integrated into the Application and includes the MCP Client component.

Application means the platform, software, application or website owned or licensed by You and used by You to enable InfoTrack Products to be ordered and retrieved through an AI Agent integrated with the InfoTrack MCP Server, and includes the Client Application and the Integrator Application as applicable and defined in the Agreement.

Call means a call, request or order initiated by the Application or AI Agent to the InfoTrack MCP Server for InfoTrack Products.

Develop means to develop, create, add, enhance, modify, adapt or create derivative works and **Development** has the corresponding meaning.

Fair Use means use of the InfoTrack MCP Server or InfoTrack Products that is fair, reasonable and not excessive as determined by InfoTrack, acting reasonably, having regard to any average, historical or estimated usage patterns.

InfoTrack Trade Marks means any registered and unregistered trademarks of InfoTrack.

Integration Requirements means the requirements set out at clause 5, including functionality requirements, Rate Limits, system testing requirements, security requirements and display requirements.

MCP or **Model Context Protocol** means the open-source integration standard that enables secure integration between AI models and external data sources.

MCP Client means the software component implemented by You within the Application that connects to the InfoTrack MCP Server using the Model Context Protocol standard.

Rate Limits means any restriction on the number or frequency of Calls as specified in the Integration Requirements; or if no call limit is specified, as determined by InfoTrack acting reasonably to ensure the safe and efficient functioning of the InfoTrack MCP Server.

Test Environment has the meaning given in clause 7.1.

Training or **Model Training** includes any process by which an AI model learns from data, including initial training, fine-tuning, reinforcement learning, continual learning, transfer learning, and any method of improving model parameters or knowledge.

You or **Yours** means you or the entity which you represent and includes the Client, Integrator or Partner as appropriate and defined in the Agreement.