

SaaS Products Terms and Conditions

DPI Partners Ltd

SaaS Products Terms of Service

IMPORTANT: These terms apply exclusively to DPI Partners Ltd SaaS products that are hosted on Google Cloud Platform and accessed via subscription (such as Google Workspace Marketplace applications).

These terms do NOT apply to:

- Steegle.One products (Steegle People, Steegle News, etc.) that operate within your own Google Workspace environment
- Custom software solutions deployed in your infrastructure
- Consultancy services

For terms governing software that runs within your own environment, please refer to our regular Terms and Conditions: <https://www.steegle.com/terms>

Agreement between: DPI Partners Ltd, a company registered in England and Wales at 64 Southwark Bridge Road, London, SE1 0AS, United Kingdom ("DPI", "we", "us", "our") and you as the customer ("you", "your", "Customer").

Effective Date: 11 June 2025 – Version 1.0

1. Definitions and Interpretation

SaaS Product: Software as a service applications hosted on Google Cloud Platform and provided by DPI Partners Ltd via subscription, including but not limited to Google Workspace Marketplace applications such as Steegle Instant Directory.

Subscription: The recurring fees paid by you for access to a SaaS Product for a specified period.

Subscription Date: The first day of your initial subscription term for a SaaS Product.

Renewal Date: The anniversary of the Subscription Date for each subsequent renewal period.

Admin User: Any user with Google Workspace administration privileges on your domain.

Order: Your written instructions to us (via email or marketplace installation) to provide SaaS Products under these terms.

Charges: The subscription fees and other amounts payable by you as specified in our pricing or quotation.

Confidential Information: Information that is proprietary or confidential, including pricing and any special terms agreed between the parties.

2. Scope of Application

2.1 SaaS Products Only

These terms govern exclusively:

- SaaS applications hosted on Google Cloud Platform
- Google Workspace Marketplace applications provided by DPI Partners Ltd
- Subscription-based software services that process data on our infrastructure

2.2 Excluded Products and Services

These terms do NOT cover:

- Steegle.One suite (Steegle People, Steegle News, and other tools that run entirely within your Google Workspace environment)
- Custom software solutions deployed within your own infrastructure
- Consultancy services and professional services
- Software licensing for client-hosted applications

2.3 Alternative Terms

For excluded products and services listed in section 2.2, please refer to our Consultancy Terms and Conditions available at: [LINK TO BE INSERTED]

3. Ordering and Installation

3.1 Trial Periods

Many SaaS Products offer free trial periods. Installing a SaaS Product from the Google Workspace Marketplace constitutes acceptance of these terms. If you do not cancel before the trial period expires, you will be automatically charged for the subscription.

3.2 Explicit Orders

You may also place explicit orders by emailing us with your requirements. We will provide a quotation and enable access upon your acceptance.

3.3 Installation Requirements

To use our SaaS Products, you must:

- Have an active Google Workspace subscription
 - Provide valid administrative credentials
 - Have appropriate user permissions within your organization
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4. Subscription and Charges

4.1 Billing Model

Unless otherwise specified:

- All subscriptions are billed annually in advance

- Charges are non-refundable and non-cancellable (subject to cancellation notice periods)
- Pricing is per user, per domain, or as otherwise specified in our pricing

4.2 Currency and Taxes

- Charges are payable in GBP, USD, EUR, or AUD as specified in your invoice
- All charges are exclusive of VAT (if applicable) and other applicable taxes
- Taxes will be added at the appropriate rate

4.3 Price Changes

We may amend charges for any SaaS Product upon 60 days' written notice, effective at the end of your current subscription term.

5. Payment Terms

5.1 Payment Methods

We accept payment by bank transfer and credit/debit card. We do not accept checks.

5.2 Payment Due Dates

- Initial subscription: Payment due upon invoice or subscription commencement
- Renewals: Invoiced at least 30 days before each Renewal Date
- Payment terms: Net 30 days from invoice date

5.3 Late Payment

If payment is not received by the due date:

- We may suspend access to the SaaS Product without liability
- Interest accrues daily at 4% above Bank of England base rate
- We may terminate the subscription after 30 days overdue

5.4 Automatic Renewal

Subscriptions automatically renew for successive 12-month periods unless cancelled in accordance with section 9.

6. Service Provision and Availability

6.1 Service Access

We will provide access to SaaS Products in accordance with their specifications and our standard service levels.

6.2 Service Suspension

We may suspend your access to SaaS Products:

- For non-payment of charges
- If your use violates these terms
- For maintenance or security reasons (with reasonable notice where possible)

6.3 Data Processing

For SaaS Products, we act as a data processor on behalf of your organization. Data processing is governed by our Privacy Policy and Data Processing Agreement, which form part of these terms.

7. Your Responsibilities

7.1 Accurate Information

You must provide complete, accurate, and up-to-date contact and billing information.

7.2 Authorized Use

You are responsible for:

- Ensuring all users comply with these terms
- Maintaining the security of your Google Workspace environment
- Proper configuration and use of SaaS Products

7.3 Prohibited Uses

You may not:

- Reverse engineer or attempt to extract source code
 - Use SaaS Products for illegal purposes
 - Exceed authorized user limits or share access credentials
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8. Intellectual Property Rights

8.1 Ownership

We (or our licensors) retain all intellectual property rights in SaaS Products. Rights are licensed, not sold, to you.

8.2 License Grant

Subject to these terms and payment of charges, we grant you a non-exclusive, non-transferable license to use SaaS Products for your internal business purposes during the subscription term.

8.3 Restrictions

You may not modify, distribute, or create derivative works based on our SaaS Products without written consent.

9. Term and Termination

9.1 Subscription Term

Each subscription commences on the Subscription Date and continues for the initial term (typically 12 months) and successive renewal periods unless terminated.

9.2 Cancellation by You

You may cancel subscriptions by providing 30 days' written notice before the next Renewal Date. Cancellation does not entitle you to refunds.

9.3 Termination by Us

We may terminate subscriptions:

- For material breach not cured within 30 days of notice
- For non-payment after 30 days overdue
- If you become insolvent

9.4 Effect of Termination

Upon termination:

- Your access to SaaS Products ceases immediately
- We will delete your data in accordance with our retention policies
- You remain liable for all charges incurred up to termination

10. Data Protection and Privacy

10.1 Data Processing Agreement

Our processing of personal data is governed by our Privacy Policy and Data Processing Agreement, available at: [PRIVACY POLICY LINK]

10.2 Data Location

SaaS Product data is processed and stored within Google Cloud Platform infrastructure in accordance with Google's data residency policies.

10.3 Data Security

We implement appropriate technical and organizational measures to protect your data, including encryption at rest and in transit.

11. Warranties and Disclaimers

11.1 Service Warranty

We warrant that SaaS Products will perform substantially in accordance with their specifications under normal use.

11.2 Disclaimer

Except as expressly stated, SaaS Products are provided "as is" without warranties of any kind, including implied warranties of merchantability or fitness for purpose.

12. Limitation of Liability

12.1 Excluded Liability

We are not liable for:

- Loss of profits, revenue, or business opportunities
- Business interruption or loss of data
- Indirect, special, or consequential damages

12.2 Liability Cap

Our total liability under this agreement is limited to the subscription fees paid in the 12 months preceding the claim.

12.3 Exceptions

Nothing limits our liability for death, personal injury, fraud, or other liability that cannot be excluded by law.

13. Confidentiality

13.1 Mutual Obligations

Both parties will protect the other's confidential information using the same care used for their own confidential information, but no less than reasonable care.

13.2 Permitted Disclosure

Confidential information may be disclosed:

- To employees and contractors who need to know
 - As required by law or court order
 - With the disclosing party's written consent
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14. General Provisions

14.1 Entire Agreement

These terms, together with our Privacy Policy and any order documentation, constitute the entire agreement between the parties.

14.2 Amendment

We may update these terms by posting revised terms on our website. Continued use after posting constitutes acceptance.

14.3 Assignment

Neither party may assign this agreement without consent, except we may assign to affiliates or in connection with a sale of business.

14.4 Severability

If any provision is invalid or unenforceable, the remainder of the agreement remains in effect.

14.5 Force Majeure

Neither party is liable for delays due to circumstances beyond their reasonable control.

14.6 Governing Law

This agreement is governed by English law, and disputes are subject to the exclusive jurisdiction of English courts.

14.7 Notices

Notices must be in writing and sent to:

- DPI Partners Ltd: legal@dpipartners.co.uk
- Customer: The email address used for your subscription

15. Contact Information

DPI Partners Ltd

64 Southwark Bridge Road

London, SE1 0AS

United Kingdom

 Email: legal@dpipartners.co.uk

 Website: dpipartners.co.uk

For technical support: support@dpipartners.co.uk

For billing inquiries: billing@dpipartners.co.uk

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Remember: These terms apply only to SaaS products hosted on our infrastructure. For Steegle.One products and consultancy services, please refer to our Consultancy Terms and Conditions.