

Terms of Service

1. Definitions

Affiliate means any entity, individual, firm, or corporation, which is directly or indirectly, through one or more intermediaries, controlling, controlled by, or under common control with one of the parties and, in the case of Intra Pricing Solutions shall include Alphatax.

Aggregated Data means data that has been de-identified and aggregated such that it cannot reasonably be used to identify the Client, its Affiliates, or any individual.

Agreement means the Order Form, any Statement of Work, the Product Specific Terms, these Terms of Service, the Schedules and the Mandatory Policies.

AI Functionality means any artificial intelligence or machine learning models, applications, data systems, interfaces, algorithms, or utilities.

Alphatax means any member of the Alphatax group of companies.

Client means the entity named on the Order Form as purchasing the Services.

Client Data means the financial and other information that the Client and/or the Users may add to the Platform or process via the Platform.

Confidential Information means any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or any of its associated entities, including Client Data and information relating to a party's operations, processes, plans, product information, know-how, designs, trade secrets, software, market opportunities and customers, this Agreement or any other information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information under these Terms of Service.

Consumer means an individual acting in a personal capacity rather than as part of a business or trade.

Documentation means the documents made available to the Client by Intra Pricing Solutions either (1) online via <https://intrapricing.com/> or such other web address notified from time to time, (2) within the Platform, or (3) on request, which, amongst other things, set out a description of the Services and/or the Platform, and the user instructions.

Effective Date means the date specified in the Order Form as the date on which the Services are to commence.

Fees means the fees and charges set out in an Order Form, or which are otherwise agreed between the parties or which are properly due under the Agreement.

Heightened Cyber Security Requirements means any laws, regulations, codes, guidance (from regulatory and advisory bodies, whether mandatory or not), international and national standards, industry schemes and sanctions, which are applicable to either the Client or a User (but not Intra Pricing Solutions) relating to security of network and information systems and security breach and incident reporting requirements, which may include Directive (EU) 2022/2555 (the NIS 2 Directive), Commission Implementing Regulation ((EU) 2018/151), the Network and Information Systems Regulations 2018 (SI 2018/506), all as amended or updated from time to time.

Initial Term means the initial period for which the Subscription Services are to be provided as stated in the Order Form. If no Initial Term is specified then the Initial Term shall be 36 months.

Intra Pricing Solutions means the Intra Pricing Solutions entity named in the Order Form.

Mandatory Policies means the Privacy Policy and Data Security information as set out at <https://intrapricing.com/> and as amended from time to time.

Order Form means the order form, or other agreed document, which sets out the details about the Services which are to be provided to the Client.

Output Data means the data generated from the Services based on the Client Data.

Personal Data has the meaning given in the Data Protection Addendum.

Platform means the software platform made available by Intra Pricing Solutions for use by the Client.

Product Specific Terms means the particular additional terms that apply for certain products and services.

Professional Services means the specific implementation, configuration or similar services as set out in a Statement of Work.

Renewal Term means the renewal period set out in clause 2.6.

Schedules means the Data Protection Addendum and any other schedule made available on the Website.

Services means the Subscription Services and the Professional Services.

Statement of Work or SOW means the document setting out the Professional Services to be provided to the Client.

Subscription Services means the subscription-based access to the Platform.

Term means the Initial Term plus any Renewal Term(s).

Users means those employees, agents and independent contractors of the Client (or any Affiliate of the Client) and permitted third parties who are authorised by the Client to use or receive the benefit of the Services.

Website means <https://intrapricing.com/> or such other URL as may be notified from time to time.

2. Agreement, Commencement and Term

- 2.1. The Agreement shall commence on the execution of the Order Form and shall continue for the Term unless validly terminated under these Terms of Service.
- 2.2. Each Order Form constitutes a separate agreement governed by these Terms of Service.
- 2.3. The Agreement is formed with the Intra Pricing Solutions entity named in the Order Form and/or SOW however, the Client accepts that in some circumstances the Services may be provided by Intra Pricing Solutions' Affiliates. Intra Pricing Solutions shall remain fully responsible for the Services provided by Affiliates unless stated otherwise.
- 2.4. In the event of any conflict between the documents comprising the Agreement then the following hierarchy shall apply with the applicable provision of a higher ranking document taking precedence over a lower ranking document: Order Form, the Product Specific Terms, the Schedules and these Terms of Service.
- 2.5. The Subscription Services will commence on or around the Effective Date subject to the Client's completion of any required steps as agreed between the parties and recorded in the Order Form or Product Specific Terms.
- 2.6. The Agreement shall last for the Initial Term and, where it relates to Subscription Services, shall automatically renew for a further period of 12 months (each, a "**Renewal Term**") unless either party serves notice to prevent automatic renewal at least 90 days prior to the end of the Initial Term or the then current Renewal Term (as applicable). Unless stated otherwise in the Statement of Work, if the Agreement relates to Professional Services, then those Professional Services shall not automatically renew.

3. Fees

- 3.1. The Client shall pay the Fees for the Services in accordance with the payment terms stated in the Order Form or SOW. If no payment terms are stated, then the Fees are payable within 30 days of receipt of invoice.
- 3.2. The Client shall pay all valid and correct invoices without set-off, counterclaim, deduction or withholding (other than any deduction or withholding tax required by law which the Client shall provide evidence in support of) to the bank account nominated by Intra Pricing Solutions.
- 3.3. Without limiting any other right or remedy, for example the right to suspend the Services set out in clause 9.1, in the event of late payment, the Client will be liable to pay interest on all overdue sums at the rate of 8% per annum calculated on a daily basis from the due date to the date that payment is received, whether before or after judgment. Further, if Intra Pricing Solutions is required to take any action to recover any sums due to it then it shall also be entitled to recover its costs of doing so, including reasonable legal costs.
- 3.4. Fees are based on Services purchased rather than actual usage, apply throughout the Term and may not be reduced, refunded or otherwise cancelled except as specifically set out in the Agreement. For the avoidance of doubt, if the Client exceeds the relevant metric for Services purchased then it may be liable for additional charges.
- 3.5. On each anniversary of the Effective Date, the Fees shall automatically increase by an amount equal to the percentage change in the UK Retail Prices Index (RPI) (as published by the Office for National Statistics) plus 3.5%, for 12-month period ending two months prior to the relevant anniversary of the Effective Date. For the avoidance of doubt, any decrease in RPI shall not result in a reduction of the Fees.
- 3.6. The Fees in respect of any Renewal Term (as per clause 2.6 above) shall be set as per Intra Pricing Solutions' then current price list, unless agreed otherwise between the parties.
- 3.7. Unless specified otherwise, Fees shall be invoiced in advance.
- 3.8. All Fees shall be invoiced, and are payable, in the currency specified in the Order Form and are exclusive of any VAT or other sales tax which shall be added to the invoice and shall be payable by the Client.
- 3.9. The Client shall provide full and accurate billing and primary contact details and shall keep Intra Pricing Solutions updated with any changes to those details. The Client accepts that all invoicing will be electronic and sent by email only.
- 3.10. It is the Client's responsibility to notify Intra Pricing Solutions in advance if it requires Intra Pricing Solutions to quote a purchase order number (or any similar reference for the Client's own internal administration purposes) on any invoice. Where the Client does provide a purchase order number then Intra Pricing Solutions will include that on the invoice but the Client's failure to provide a purchase order number, or any other reference number, shall not relieve the Client of its obligation to pay an invoice within the payment terms.

4. Services

- 4.1. Intra Pricing Solutions shall provide the Services in accordance with the Agreement and the Documentation and exercising reasonable care and skill to the standard expected of a provider of software-as-a-service (**SaaS**) services.
- 4.2. Certain of Intra Pricing Solutions' products and services are subject to additional terms which are set out in the applicable Product Specific Terms which form part of the Agreement.
- 4.3. Intra Pricing Solutions will provide support for the Subscription Services in accordance with its Service Level Agreement (**SLA**), the current version of which is available on request and may be updated by Intra Pricing Solutions from time to time.
- 4.4. Intra Pricing Solutions will comply with all applicable laws and regulations with respect to the provision of the Services and shall maintain any necessary licences, consents and permissions necessary for the performance of its obligations under the Agreement.
- 4.5. Intra Pricing Solutions shall provide the Professional Services in accordance with the terms of the applicable Statement of Work.
- 4.6. The Client accepts and acknowledges that, by their nature, SaaS services are subject to changes and improvements over time. Accordingly, Intra Pricing Solutions shall be entitled to make improvements and additions to the Services at any time.

- 4.7. Intra Pricing Solutions may make upgrades and modifications to the Services and/or the Platform from time to time by removing unused or outdated functionality and replacing with new features with similar or improved functionality.
- 4.8. Where the Services include any AI Functionality then the Client acknowledges and accepts that the AI Functionality may involve Users interacting with an artificial intelligence system but that such AI Functionality is not a substitute for human judgement. Intra Pricing Solutions warrants that its use and deployment of any AI Functionality as part of the Services is done in accordance with all applicable laws.
- 4.9. The Client expressly acknowledges that the Services are not bespoke to the Client and Intra Pricing Solutions gives no warranty in respect of the Client's filings with any tax or other authority.
- 4.10. The Client expressly acknowledges that neither Intra Pricing Solutions nor any of Intra Pricing Solutions' products or services provides or constitutes tax advice under any circumstances.
- 4.11. The Services are provided on an "as is" and "as available" basis and Intra Pricing Solutions does not warrant that:
 - 4.11.1. the Client's use of the Services will be uninterrupted or error free;
 - 4.11.2. the Output Data will be accurate, error free or complete;
 - 4.11.3. the Services and/or the Platform will be free from vulnerabilities; or
 - 4.11.4. the Services and/or the Platform will comply with any Heightened Cyber Security Requirements.

5. Client Obligations

- 5.1. The Client shall comply with its obligations under the Agreement including ensuring that all Fees are paid by the due date.
- 5.2. The Client shall only allow the number of Users to use the Services as specified in the Order Form. If the Client wishes to have additional Users, then it must purchase additional Services.
- 5.3. The Client shall be (as between the parties) solely responsible for:
 - 5.3.1. ensuring that it has appropriate infrastructure to access and use the Services including a suitable internet connection where required;
 - 5.3.2. complying with any usage metrics or service restrictions set out in the Order Form including any limits on the number of Users;
 - 5.3.3. the acts and omissions of each of the Users including each User's compliance with the terms of the Agreement and/or any terms of use applicable to Users; and
 - 5.3.4. ensuring that each User has a unique and secure set of access credentials and that such credentials are not shared between multiple individuals.
- 5.4. The Client will comply with all applicable laws and regulations with respect to its receipt and use of the Services.
- 5.5. The Client shall be solely responsible for ensuring the accuracy and completeness of the Client Data and for checking the accuracy and completeness of the Output Data.
- 5.6. The Client shall be solely responsible for ensuring the accuracy and completeness of any data included in any regulatory or other filings, whether or not that data has been generated or processed via the Platform or as part of the Services.
- 5.7. The Services are intended for business use only and are not intended for use by Consumers. The Client warrants that it is not entering into the Agreement as a Consumer.
- 5.8. Unless otherwise agreed in writing, or required by law, the Services are intended for use by the Client and the Client may not allow any third-party, or any individuals other than the Users, to access the Services or use the Services as part of any Services it provides to third parties.
- 5.9. The Client warrants that any individual executing any document on behalf of the Client, including any User whom the Client selects to have an administrator account, is properly authorised to bind the Client and that all internal approvals that the Client may require have been obtained prior to the Order Form being executed.
- 5.10. The Client shall not, and shall not permit any third party to, copy, adapt, reverse engineer, decompile, disassemble, modify, or reduce to human readable form any element of the Services or the Platform nor use any automated means or third-party tools to extract data from, monitor, train, test, or replicate the functionality of the Services or the Platform.

- 5.11. The Client shall comply with any third party terms and conditions applicable to the Services (as set out at <https://intrapricing.com/>).
- 5.12. Intra Pricing Solutions may adjust or delay any timetable or delivery schedule as reasonably necessary to account for any delay caused by the Client, including any failure by the Client to carry out any agreed step within an agreed period and/or any other failure by the Client to carry out its obligations under the Agreement.

6. Confidentiality

- 6.1. Each party shall keep the other's Confidential Information in confidence and shall not disclose such Confidential Information to any third party unless: (i) disclosure is required by law; (ii) disclosure is ordered by a court or tribunal with jurisdiction over the party; (iii) disclosure is made to an Affiliate; (iv) disclosure is directly required for the provision of the Services; or (v) disclosure is made to a professional advisor for the purpose of seeking professional advice.
- 6.2. Neither party may use the other's Confidential Information for any purpose other than contemplated under the Agreement.
- 6.3. The confidentiality obligations under the Agreement shall last for a period of two years following the end of the Term except for Confidential Information which constitutes a trade secret which shall be kept confidential indefinitely.
- 6.4. Information shall not be considered to be Confidential Information where: (i) it is, or becomes, publicly known other than through any act or omission of the receiving party; (ii) it was in the receiving party's lawful possession prior to disclosure by the other party; (iii) it is, or was, lawfully disclosed to the receiving party by a third party without restriction on disclosure; or (iv) it is independently developed, and can be demonstrated to be so, by the receiving party.
- 6.5. Intra Pricing Solutions may refer to the Client as being a client of Intra Pricing Solutions in its marketing material (including on its website), and may describe briefly, and in general terms subject to the confidentiality obligations in the Agreement, the nature of the work performed for the Client. Intra Pricing Solutions shall comply with any brand or other usage guidelines that the Client provides.

7. Intellectual Property

- 7.1. Subject to the limited rights expressly granted hereunder, Intra Pricing Solutions (and its licensors) reserve all of their rights, title and interest in and to the Platform and the Services, including all of their related intellectual property rights. Intra Pricing Solutions grants to the Client a limited, non-transferable, non-sublicensable licence, for the Term, as needed for the Client and the Users to make use of the Services.
- 7.2. The Client shall retain all rights in and ownership of the Client Data and the Output Data and shall be solely responsible for the legality, reliability, integrity, accuracy, content and quality of the Client Data.
- 7.3. Intra Pricing Solutions shall own all rights in respect of Aggregated Data and all anonymised usage data of how clients and Users generally interact with and make use of the Platform and shall be entitled to use such Aggregated Data and anonymised data for analytics, benchmarking, improvement and reporting purposes.
- 7.4. Intra Pricing Solutions shall indemnify the Client against any third party claims that the use of the Services infringes any third party intellectual property rights in the jurisdiction in which the Services are provided, provided that (i) Intra Pricing Solutions is given prompt notice of any such claim; (ii) Intra Pricing Solutions is given sole authority to defend any such claim; and (iii) the Client provides all reasonable cooperation to Intra Pricing Solutions in defending such claim.
- 7.5. In the defence or settlement of any claim under clause 7.4, Intra Pricing Solutions may, at its own cost and in its own discretion, (i) procure the right for the Client to continue to use the Services; (ii) replace or modify any element of the Services so they become non-infringing provided there is no material degradation in the functionality of the Services; or (iii) terminate the Agreement with immediate effect without any additional liability to pay liquidated damages or other additional costs to the Client arising from such termination save for providing a pro-rated refund of any prepaid Fees which relate to the period after termination.

7.6. In no event shall Intra Pricing Solutions be liable for any claim to the extent that the alleged infringement is based on (i) any modification of the Services by the Client or Users; (ii) any use of the Services contrary to Intra Pricing Solutions' instructions; or (iii) the Client's continued use of the Services after notice of the alleged or actual infringement from Intra Pricing Solutions or any appropriate authority.

8. Data Protection

8.1. Intra Pricing Solutions shall process any Personal Data in accordance with the [Data Protection Addendum](#) as may be updated from time to time.

9. Suspension and Termination

9.1. If any Fees properly due and owing (and which are not subject to a bona fide dispute notified to Intra Pricing Solutions) remain unpaid 14 days after the due date for such payment then Intra Pricing Solutions may, without limiting any other rights or remedies it may have, and provided that it has given at least 7 days' advance written notice of its intention to do so, suspend the provision of all Services to the Client.

9.2. Subject to clause 9.4, Intra Pricing Solutions may also suspend the Services, immediately and without notice, where: (i) the Client materially breaches the Agreement, including exceeding any usage or other restrictions on use of the Services or number of Users; (ii) the Client's use of the Services violates any applicable law or regulation; (iii) the Client's use of the Services poses a security risk to the Platform, the Services, Intra Pricing Solutions or other Intra Pricing Solutions' clients; or (iv) Intra Pricing Solutions reasonably believes it is necessary to do so to prevent harm to the Platform, the Services, Intra Pricing Solutions or other Intra Pricing Solutions' clients.

9.3. During any period of suspension, the Client remains liable for all Fees and charges.

9.4. Intra Pricing Solutions will use reasonable efforts to provide the Client with advance notice of suspension except where immediate suspension is required for legal, security or compliance reasons.

9.5. Intra Pricing Solutions will promptly resume access to the Services upon the Client's cure of any breach or violation that caused the suspension save that, in the event of suspension for non-payment of Fees, Intra Pricing Solutions shall not be obligated to restore access until it has received all outstanding Fees in cleared funds.

9.6. Without affecting any other right or remedy available to it, either party may terminate the Agreement with immediate effect by written notice to the other party if the other party (i) commits a material breach of the Agreement which is not capable of remedy, or, if capable of remedy, which it fails to remedy within 30 days after being notified to do so; (ii) is subject to any insolvency procedure; or (iii) ceases or threatens to cease trade.

9.7. If the Client validly terminates the Agreement under clause 9.6 above then it shall be entitled to a pro-rated refund of any pre-paid Fees which relate to the period after termination.

9.8. On termination of the Agreement, however arising:

9.8.1. the Client's entitlement to use the Services shall end and the Client shall cease all use of the Services;

9.8.2. the Client shall pay all outstanding Fees properly due under the Agreement (and Intra Pricing Solutions shall be entitled to invoice for the same);

9.8.3. any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination shall survive the termination; and

9.8.4. any clauses that expressly or impliedly are intended to survive termination of the Agreement shall continue in full force and effect and shall continue to bind the parties.

10. Liability

10.1. Nothing in the Agreement shall serve to exclude or limit either party's liability for: (i) death or personal injury arising from negligence; (ii) any fraudulent misrepresentation; or (iii) any other liability which cannot be excluded or limited by law.

10.2. Subject to clause 10.1 above, neither party shall be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, loss of savings or opportunity, loss of use, loss or corruption of data or information, depletion of goodwill and/or similar

losses or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses, including fines or late filing penalties, however arising.

- 10.3. Save in respect of any liability arising under clause 10.1 above, and without prejudice to the Client's obligation to pay the Fees, neither party's total aggregate liability, whether in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, under the Agreement shall exceed the level of the Fees paid in respect of the Agreement in the 12-month period under the applicable Order Form immediately preceding the event giving rise to the claim.
- 10.4. Intra Pricing Solutions disclaims all liability for any costs, losses, damages or expenses incurred as a result of any error, alleged or actual, in the Services and/or the Output Data. If the Client believes that the Services and/or the Output Data contains an error that is not due to the Client Data then it must inform Intra Pricing Solutions immediately to allow for investigation.
- 10.5. To the extent that any implementation, configuration, customisation or integration services relating to the Intra Pricing Solutions Services are performed by the Client, a User, any other third party or any authorised partner of Intra Pricing Solutions, Intra Pricing Solutions shall have no responsibility or liability for such services, including any errors, defects or issues arising from or in connection with such services.
- 10.6. Except as expressly and specifically provided in the Agreement, all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from the Agreement.

11. General

- 11.1. Intra Pricing Solutions shall be free to update these Terms of Service, any Schedule or any Mandatory Policy (but not an Order Form) at any time by posting such updated version on the Website, and shall take effect 30 days from such posting. Material updates will be notified to the Client. If an update under this clause is materially detrimental to the Client, then the Client may terminate the Agreement within 14 days of such update being posted, by giving 14 days' written notice to Intra Pricing Solutions.
- 11.2. Each party shall comply with all export control restrictions applicable (including any restrictions on exporting to third countries set by the UK, the EU and/or the US).
- 11.3. Each party shall comply with all anti-bribery laws and regulations applicable to the provision, receipt and use of the Services including, as a minimum, the UK Bribery Act 2010 and the US Foreign Corrupt Practices Act 1977.
- 11.4. Each party shall comply with all laws and regulations relating to modern slavery applicable to the provision, receipt and use of the Services including, as a minimum, the UK Modern Slavery Act 2015.
- 11.5. Each party shall comply with all anti-corruption, anti-money laundering and anti-tax evasion laws that apply to either party including, as a minimum, the UK Criminal Finances Act 2017.
- 11.6. A breach by either party of clauses 11.2 to 11.5, inclusive, shall be considered a material breach which is incapable of remedy.
- 11.7. Intra Pricing Solutions shall be entitled to monitor and audit the Client's use of the Services to ensure compliance with the terms of the Agreement, including in respect of purchased usage levels.
- 11.8. Neither party shall be in breach of the Agreement nor liable for delay in performing, or failure to perform, any of its obligations under the Agreement (except for any obligations to pay the Fees) if such delay or failure results from events, circumstances or causes beyond its reasonable control (each a "**Force Majeure Event**") provided that the affected party: (i) notifies the other party of the Force Majeure Event as soon as reasonably possible; and (ii) provides a reasonable estimate of how long the Force Majeure Event is likely to apply. If the Force Majeure Event continues for in excess of 30 days then the non-affected party shall be entitled to terminate the Agreement.
- 11.9. Any failure by either party to exercise any right or remedy under the Agreement, or under any applicable law, shall not constitute a waiver of such right or remedy.
- 11.10. If any provision (or part of a provision) of these Terms of Service is found by a court of competent jurisdiction or any administrative body to be invalid, unenforceable or illegal then that provision shall be severed and the remaining terms shall continue to apply with whatever modification required to give effect to the commercial intention of the parties.

- 11.11. The Agreement, and any documents incorporated by reference, constitute the entire agreement between the parties in relation to the provision of the Services.
- 11.12. Each of the parties acknowledges and agrees that, in entering into the Agreement, it has not relied on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to the Agreement or not) relating to the subject matter of the Agreement, other than as expressly set out in the Agreement.
- 11.13. Neither party may assign, novate, transfer, charge or sub-contract or deal in any other way with all or any of its rights or obligations under the Agreement without the other party's written consent, such consent not to be unreasonably withheld or delayed. The foregoing shall not apply in respect of (i) Intra Pricing Solutions' assignment or transfer of the Agreement to an Affiliate; or (ii) Intra Pricing Solutions' sub-contracting of all or part of the provision of the Services to its Affiliates.
- 11.14. The Agreement does not confer any rights on any person or party (other than the parties to the Agreement and, where applicable, their successors and permitted assigns).
- 11.15. Any notice required to be given under the Agreement shall be in writing in the English language and shall be posted to the other party's address stated in the Order Form or emailed to the other party's primary contact. In the case of Intra Pricing Solutions, it shall be sent to info@intrapricing.com if sent by email or such address to be notified to the Client from time to time. Such notice will be deemed delivered at the time at which it would have been delivered in the normal course of business.
- 11.16. The Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law specified in the table below.
- 11.17. Each party irrevocably agrees that the courts of the country specified in the table below shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Agreement or its subject matter or formation (including non-contractual disputes or claims).

Client's Country/Region	Choice of Law	Jurisdiction for disputes
United Kingdom (or any jurisdiction not listed)	English law	Courts of England and Wales
European Union	Dutch law	Courts of the Netherlands
Middle East	DIFC law	Courts of Dubai International Financial Centre

Intra Pricing Solutions B.V.

Headquarters: Herengracht 30, 1015 BL, Amsterdam, the Netherlands

Website: <http://www.intrapricing.com/>

Email: info@intrapricing.com

Phone: +31 20 422 8885