



MASTER SUBSCRIPTION AND SERVICES AGREEMENT

1. Construction, Definitions.

1.1. This Master Subscription and Services Agreement, including Exhibit A attached hereto (the "Agreement"), sets forth the terms and conditions governing each Order and Sale Agreement ("OSA") and Statement of Work ("SOW") between Integration Appliance, Inc. ("Intapp") and the party executing such OSA or SOW, including its Affiliates ("Customer"). Intapp's Affiliates may also enter OSAs and SOWs with Customer, which OSAs and SOWs will be governed by this Agreement and in which event references herein to "Intapp" shall be deemed to be the Intapp Affiliate entering such OSA or SOW.

1.2. Definitions.

1.2.1. "Affiliate" means an entity that is controlled by, or is under common control with, a party to this Agreement.

1.2.2. "Application Data" means data Intapp or its service providers collect regarding the use and performance of the Products. Application Data does not include Customer Data. Application Data may also be referred to as "Usage Data."

1.2.3. "Authorized Third Party(ies)" has the meaning provided in Section 12.

1.2.4. "Cloud Services" means hosted software applications provided as a service by Intapp for use by Customer.

1.2.5. "Confidential Information" has the meaning provided in Section 12.

1.2.6. "Content" means information licensed or sublicensed by Intapp to Customer.

1.2.7. "Customer Data" means any data Customer uploads, stores or processes with the Cloud Services (including any personally identifiable information).

1.2.8. "Deliverables" mean deliverables identified in an SOW to be delivered to Customer as a product of Services.

1.2.9. "Documentation" means the Intapp documentation describing the functionality of the Products made available by Intapp to Customer. Intapp may update such Documentation from time to time.

1.2.10. "Effective Date" means the effective date set forth in the relevant OSA.

1.2.11. "License Metric" has the meaning provided in Section 8.1.

1.2.12. "Licensed Materials" mean Software, Documentation (for Software and Cloud Services), Content and Deliverables.

1.2.13. "Malicious Code" means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

1.2.14. "Product(s)" means the Cloud Services and Software identified in an OSA.

1.2.15. "Services" means services provided by Intapp to Customer relating to the Products, which might include (i) consultation or advisory services; (ii) assistance with transition to the use of the Products (iii), assistance with implementation of the Products; or (iv) training with respect to the Products.

1.2.16. "Software" means software provided by Intapp to Customer for implementation by Customer on machines or other devices owned or operated by Customer, including software provided by Intapp via a third-party app store for implementation on Customer's mobile devices.

1.2.17. "Support" means the service that Intapp provides as part of the subscription fee as described in Section 5.

1.2.18. "Support Website" means www.intapp.com/support/terms. The Support Website is incorporated herein by reference.

1.2.19. "Term" means then-current Initial Term (as defined below) or Renewal Term (as defined below), as applicable.

1.2.20. "Updates" mean revisions to Software that Intapp provides to Customers from time to time as part of Support.

2. Intellectual Property Rights.

2.1. License Grant. Intapp grants Customer as of the Effective Date a nonexclusive, non-assignable, non-transferable (except as specified herein), revocable, non-sublicensable license to use the Licensed Materials during the Term, consistent with the scope set forth in the OSA and SOW solely for Customer's internal business purposes. The license to Software extends only to the executable form. Customer is entitled solely to non-exclusive use of the Licensed Materials. Licensed Materials provided by third party licensors to Intapp may be subject to additional terms from the licensor as set forth in the OSA.

2.2. License Restrictions. Without Intapp's written consent, Customer will not: (i) make Licensed Materials available to third parties (except Authorized Third Parties), (ii) use the Licensed Materials on behalf of third parties (including through file sharing, hosting, application services provider, service bureau or any other type of service); (iii) modify the Software's code; (iv) disassemble, decompile or reverse engineer the Software except to the extent permitted by applicable law; or (v) use development or beta versions of the Software in production.

2.3. Ownership. Customer acknowledges that there is no transfer of title or ownership of the Licensed Materials to Customer. Customer hereby acknowledges and agrees that title to the Licensed Materials, and any copies, modifications, alterations or derivative works thereof, and title to any existing or future copyrights, trade secrets, and other proprietary rights embodied therein shall vest and remain exclusively with Intapp and the third-party owners thereof. Customer will not delete or

alter any proprietary notices in the Licensed Materials.

2.4. No Implied Licenses. Except as otherwise set forth in this Agreement, Intapp grants no other licenses under its intellectual property rights to Customer.

2.5. Application Data. Cloud Services and Software for mobile devices will automatically communicate Application Data to Intapp and its service providers. Software, other than mobile applications, may communicate Application Data to Intapp if Customer has a connection with the Intapp server and does not disable the feature. Intapp, its Affiliates and contractors may use Application Data for the purposes of providing Support, enhancing the Products and enhancing the tools used for the collection of such Application Data.

3. Cloud Services

3.1. Generally. Intapp will make the Cloud Services specified in the OSA available to Customer for Customer's use during the Term, consistent with the scope set forth in the OSA and solely for Customer's internal business purposes. Customer is entitled solely to non-exclusive use of the Cloud Services including the applicable Documentation.

3.2. Availability. Intapp will use commercially reasonable efforts to make Cloud Services available 24 hours a day, 7 days a week, except for: (i) planned downtime as notified to users in advance, and (ii) any unavailability caused by circumstances beyond Intapp's reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike, Internet or cloud platform service provider failure or delay, software or hardware not provided by Intapp, or denial of service attack. Some Cloud Services are available in a sandbox instance solely for development and testing in an isolated environment (the "Sandbox") at Customer's request. Applicable terms regarding the provision of a Sandbox are available on the Support Website.

3.3. Restrictions. Without Intapp's written consent, Customer will not: (i) make the Cloud Services available to third parties (except Authorized Third Parties), or (ii) use the Cloud Services on behalf of third parties (including

through file sharing, hosting, application services provider, service bureau or any other type of service). Customer shall also comply with the Acceptable Use Policy, if any, applicable to the Cloud Services and included on the Support Website.

4. Customer Data

4.1. Intapp Responsibilities.

4.1.1. Rights in Customer

Data. Customer Data is "Confidential Information" of Customer. Intapp acquires no right, title or interest from Customer or Customer's licensors under this Agreement in or to Customer Data. All right, title and interest in Customer Data remains with Customer.

4.1.2. Location of Customer

Data. Except as may be otherwise expressly provided in the applicable OSA: (i) if Customer's address (as set forth in the OSA) is in Europe (including the United Kingdom), the Middle East or Africa, Customer Data will be stored at rest in Europe, (ii) if Customer's address (as set forth in applicable OSA) is in North or South America, Customer Data will be stored at rest in North America, and if Customer's address is in the Asia/Pacific region, Customer Data will be stored at rest in the Asia/Pacific Region.

4.1.3. Protection of

Customer Data. Intapp will document and maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Customer's Proprietary Information, including Customer Data. Those safeguards include, but are not limited to, measures for preventing access to or use, modification or disclosure of Customer Data by Intapp personnel (including contractors) except (i) to provide the Cloud Services and to prevent or address service or technical problems, (ii) as compelled by law in accordance with the confidentiality provisions set forth in the Agreement, or (iii) as Customer expressly permits in writing. Customer may direct any questions about Intapp's responsibilities with respect to Customer Data to the Intapp Support desk.

4.1.4. Customer Data

Retention. A copy of Customer Data will be available to Customer during a "Retention Period" following expiration, cancellation or

termination of the applicable OSA. The Retention Period will be 90 days, or such shorter period as requested by Customer. Customer Data will be deleted (except as required by law or to the extent stored in backup copies) at the end of the Retention Period.

4.1.5. Erasure of Customer

Data. If a person whose identity is included in Customer Data (a "Data Subject") requests or requires deletion of such data, Customer assumes the responsibility for deleting the data pertaining to the Data Subject.

4.1.6. Obligations Intapp

Assumes as a Data Processor. To the extent that Customer uses the Cloud Services to Process Customer Data and that Customer Data includes "Personal Data" (as defined in, and which Personal Data is subject to, EU General Data Protection Regulation (Regulation (EU) 2016/679), other EU or member state laws or United Kingdom law ("Data Privacy Law")), then the parties agree that the data processing addendum found at www.intapp.com/dpa/v11 (the "DPA") shall (i) be incorporated herein by reference and form part of this Agreement and (ii) govern the processing and storage of such Personal Data. Capitalized terms not otherwise defined in the Agreement or the DPA shall have the meanings provided in Data Privacy Law.

4.2. Customer Data – Customer Responsibilities.

4.2.1. Customer is responsible for complying with applicable law in the collection and maintenance of any personal data contained in Customer Data, including, but not limited to, establishing a lawful basis for the processing of the personal data of Data Subjects. Customer will use commercially reasonable efforts to prevent the unauthorized (i) use of the Cloud Services by Customer employees or contractors, and (ii) use of access credentials for the Cloud Services issued to Customer. Customer will notify Intapp promptly of any unauthorized access to or use of the Cloud Services. Customer will not permit direct or indirect access to or use of any Cloud Services in a way that circumvents a usage limit set forth on the OSA.

5. Support.

5.1. Generally.

5.1.1. Support Contacts.

Customer may request assistance from Intapp for problems with the Products by contacting Intapp's Support desk electronically or by telephone. Customer's Support Contacts (as defined below) will coordinate all requests to Intapp for Support. "Support Contacts" are persons who have been trained in the use of the Products. Customer must provide Intapp with such information as is requested by Intapp that is reasonably available to Customer and that is reasonably necessary for Intapp to reproduce Customer's reported problems. Intapp will use reasonable efforts to respond to Support requests within two Business Hours. Support Business Hours are set forth on the Support Website.

5.2. Support for Cloud Services.

5.2.1. Intapp will use reasonable efforts to correct reported reproducible failures of the Cloud Services to conform to the Documentation by periodically implementing Updates to the Cloud Services during the Term. Applicable terms regarding maintenance of the Cloud Services, including maintenance windows, are set forth on the Support Website, which terms are incorporated herein by reference.

5.3. Support for Software.

5.3.1. Releases

Supported. Intapp will provide Support for the then-current Update of the Software and for the longer of (i) the two most recent prior Updates, or (ii) 12 months from Intapp's release date of the then-current Update (each a "Supported Release"); provided, however, that with respect to mobile application Software, the Supported Release shall be the then-current release.

5.3.2. Updates to the

Software. Intapp will use reasonable efforts to correct reported reproducible failures of Supported Releases of the Software to conform to its Documentation by periodically making Updates available to Customer during the Term. Intapp may deliver Updates automatically. For Updates that are not delivered automatically, Customer is responsible for downloading, installing and configuring Updates. If Customer fails to install Updates in accordance with this section and is no longer operating a Supported Release, Intapp may at

its option discontinue or separately charge for Support on a time-and-materials basis. If an Update contains third-party materials, Intapp reserves the right to modify the license terms with respect to such third-party materials upon written notice to Customer, provided that such modified license terms apply only upon installation of the Update. If Customer objects to the modified terms, Customer may defer installation of the Update (provided that Customer must remain on a Supported Release to receive Support).

5.3.3. Backups. Customer is responsible for providing its own backup for data processed with the Software.

6. Services. Intapp may, from time to time, provide Services to Customer at Customer's request. An SOW signed by Customer will set forth the Services that Intapp will provide, if any, and the fees charged. Any Deliverables Intapp is to provide as part of such Services will be identified in the SOW. The SOW will also set forth any applicable assumptions, duties of the parties and timeframes for the Services to be provided.

7. Term and Termination.

7.1. Term. This Agreement commences on the Effective Date of the initial OSA and shall continue in effect until the expiration or termination of all OSAs and SOWs hereunder. Each OSA commences on its Effective Date and continues for a period as specified in the OSA (the "Initial Term") and thereafter automatically renews for successive one year terms (each a "Renewal Term") at Intapp's then-current pricing for the year in which the Renewal Term commences unless (i) Customer provides Intapp with written notice no less than 30 days prior to expiration of the then-current Term that it is not renewing the OSA, (ii) Intapp provides Customer with written notice no less than 90 days prior to the expiration of the then-current Term that it is not renewing the OSA, (iii) the OSA is terminated for cause as provided in Section 7.2; or (iv) the OSA is terminated as provided elsewhere in the Agreement. Intapp will notify Customer of the fees for any Renewal Term approximately sixty (60) days prior to the end of the then-current Term.

7.2. Termination for Cause. Either party may terminate an OSA if the other party materially breaches any obligation under that OSA, provided the non-breaching party gives the other party written notice describing the breach with reasonable specificity, and the breaching party has not cured the breach, if such breach is capable of cure, within 30 days of receipt of such notice. If Customer terminates an OSA pursuant to this Section 7.2 Intapp will refund the pro rata portion of the fees paid for the Products applicable to the period following the effective date of termination. If Intapp terminates an OSA for Customer's breach, Customer will immediately pay Intapp all amounts due for the then-current Term. If Intapp terminates an SOW for Customer's material breach, Customer will pay for all Services performed through the effective date of termination. Customer may terminate an SOW for Intapp's material breach as provided in Section 9.2.

7.3. Effect of Non-Renewal or Termination. Upon the non-renewal, termination or cancellation of an OSA, Intapp's obligation to provide Support, and all rights to use Cloud Services and licenses to all Software, cease as of the effective date of the non-renewal, termination or cancellation.

8. Pricing; Payments; Expenses.

8.1. Product Charges. Fees for the Products are based on a license metric that may be related to enterprise size, enterprise revenue, number of users or other measurement as stated in the OSA (the "License Metric"). If the License Metric is based on "Named Users," separate log-in credentials are required for each person using the Products and the log-in credentials may not be shared.

8.2. Taxes and Expenses. Fees due for the Products and any Services are specified in the applicable OSA. Fees do not include any taxes, levies, duties or similar governmental assessments of any nature including, for example, value-added, sales, use or withholding taxes assessable by any jurisdiction (collectively, "Taxes"). Taxes do not include taxes based on Intapp's net income. Customer is responsible for paying all Taxes associated with fees related to this Agreement, and will not reduce any fees due to Intapp by any Taxes Customer is obligated to pay or

withhold. If Intapp has the legal obligation to pay or collect Taxes for which Customer is responsible, Intapp will invoice Customer and Customer will promptly pay that amount unless Customer provides Intapp with a valid tax exemption certificate authorized by the appropriate taxing authority. In addition to fees and Taxes, Customer is responsible for paying expenses Intapp incurs in providing the Services, but solely to the extent such expenses are expressly (i) set forth on a SOW or OSA, or (ii) approved by Customer in writing in advance of Intapp incurring such expenses.

8.3. Payments. Customer will pay all amounts due (that have not been disputed as provided below) within 30 days of the applicable invoice or due date specified in the relevant OSA or Statement of Work. Intapp may assess interest at the rate of one percent per month for any amounts not paid when due (unless such amounts have been disputed as provided below). Customer is responsible for providing Intapp with complete and accurate billing and contact information and notifying Intapp of any changes to such information. If Customer disputes any amount otherwise due in accordance with this Section 8.3, Customer will provide written notice detailing the reasons for such dispute prior to the due date and will pay any amount(s) not disputed when due.

8.4. Fee Adjustments. Customer will provide to Intapp an annual update of the License Metric for Customer and its Affiliates on or before the beginning of each Renewal Term. Intapp reserves the right to charge additional fees arising from any increase in the License Metric over the prior Term. If Customer merges with or acquires another business, Intapp will, upon closing, have the right to adjust fees for the remainder of the then-current Term to reflect the License Metric for the newly-merged entity and will invoice Customer accordingly.

9. Warranties.

9.1. Products Warranty.

9.1.1. Intapp warrants that the Products will conform to the Documentation in all material respects during the Term. Intapp will use commercially reasonable efforts to correct any failure in the Products to conform to the Documentation during the Term. If the Products fail to conform in all material respects to the

Documentation within 90 days of the date that access to the Products was made available to Customer (the "Refund Period"), and Intapp does not remedy such failure within 30 days after receiving written notice specifying the failure in reasonable detail, Customer may terminate the applicable OSA with respect to the non-conforming Product(s) and Intapp will promptly refund all fees paid for such non-conforming Product(s). If the Products fail to conform in all material respects to the Documentation after the Refund Period, and Intapp does not remedy such failure within 30 days after receiving written notice specifying the failure in reasonable detail, Customer may terminate the applicable OSA with respect to the non-conforming Product(s) pursuant to Section 7.2. The foregoing are the Customer's sole and exclusive remedies for the failure of the Products to conform to the applicable warranty.

9.1.2. Throughout the Term, Intapp will use commercially available virus detection software designed to prevent the inclusion of Malicious Code in the Products.

9.2. Services Warranty. Intapp warrants that the Services (and associated Deliverables, if any) will, when provided, conform in all material respects to the specifications expressly stated in the applicable SOW. If the Services or Deliverables do not materially conform to such specifications, Customer will notify Intapp in writing within 30 days of the completion of such Services specifying the failure in reasonable detail. If Intapp is unable to correct such failure within 30 days from receipt of notice, either party may terminate the SOW and Intapp will refund all fees paid for the defective Services upon Customer's return or destruction (at Intapp's discretion) of all Deliverables provided (if any). The foregoing are the Customer's sole and exclusive remedies for the failure of Services or Deliverables to conform to the applicable warranty.

9.3. Exclusions. Intapp will not be responsible for failures to conform to the foregoing warranties to the extent such failure was caused by one or more of the following (each, an "Exclusion"): (i) use of the Products in breach of the Agreement; (ii) problems caused in Software by failures in Customer's hardware or software environment; (iii) use of the Software or Cloud Services not

according to applicable Documentation; or (iv) in the case of Software, Customer's failure to install Updates. Intapp reserves the right to charge for its assistance on a time-and-materials basis for failures that were caused by an Exclusion.

9.4. No Other Warranties. Except as otherwise expressly set forth in this Agreement and to the maximum extent permitted by applicable law, Intapp, and its suppliers and licensors, offer no other warranties, express or implied, including any implied warranties and conditions of merchantability, quality, fitness for a particular purpose, and any warranties and conditions arising out of course of dealing or custom or usage of the trade.

10. Infringement Indemnification.

10.1. Subject to Section 10.3, Intapp will defend, indemnify and hold Customer harmless against any claim, suit, action or proceeding brought against Customer by an unaffiliated third party (each, an "Action"), to the extent that the Action is based upon a claim that the Licensed Materials infringe the third party's intellectual property rights. Intapp will be responsible for paying any damages and settlement amounts actually paid to the party bringing such Action and will be responsible for the costs of defense, including attorney fees, costs and expenses.

10.2. If, in Intapp's opinion, the Licensed Materials may become the subject of an Action, Intapp may at its election and expense: (i) procure for Customer the right to continue using the Licensed Materials, (ii) replace or modify the Licensed Materials so that they become non-infringing, or (iii) terminate the OSA and provide a pro-rata refund of the fee equal to the proportion of time remaining in the then-current annual license period. If Customer is prohibited from using the Licensed Materials by a court of competent jurisdiction due to an Action, Intapp will take one of the actions listed in clauses (i) – (iii) above.

10.3. Customer will notify Intapp promptly upon becoming aware of any Action and give Intapp sole control and authority to defend and settle any Action (provided, however, that Intapp will not enter into any settlement or compromise that admits liability on

Customer's behalf without Customer's prior written consent). Intapp will not be obligated to indemnify Customer pursuant to Section 10.1 to the extent Intapp is prejudiced by (i) Customer's failure to give Intapp sole control and authority to defend any Action, or (ii) Customer's delay in notifying Intapp of an Action. Customer will provide Intapp reasonable assistance and information to defend such Action. Intapp has no obligation under this Section 10 for Actions to the extent based upon (x) modification of the Licensed Materials by Customer, (y) combinations of Licensed Materials with software or hardware not required for use of the Licensed Materials in accordance with their Documentation, or (z) to the extent Customer continues the allegedly infringing activity after being notified of modifications that would have avoided the alleged infringement. This Section 10 states Customer's entire remedy and Intapp's entire liability for any claim of intellectual property infringement.

11. Liability.

11.1. Limitation of Liability. Except:

- (i) for death or bodily injury resulting from a party's negligence,
- (ii) for the indemnity set forth in Section 10.1,
- (iii) for breaches of Sections 2 or 3.3, and
- (iv) as otherwise prohibited by law,

Intapp's (and its Affiliates', licensors' and suppliers') and Customer's total liability, whether in contract, tort, negligence, strict liability or by statute or otherwise, arising out of or relating to the formation or performance of each (x) OSA will be limited to the amounts paid or payable to Intapp for the Product(s) to which the claim relates during the annual license period in which such breach occurred and (y) SOW will be limited to the amounts paid or payable to Intapp for the Services set forth in such SOW.

11.2. Exclusion of Certain Damages. Subject in all respects to the limitations set forth in Section 11.1, in no event will either party be liable to the other, whether in contract, tort, negligence, strict liability or by statute or otherwise, for any indirect, special, incidental, exemplary, or consequential damages (including without limitation, damages

for loss of profits, loss of business, loss of use, or interruption of business), or for the cost of procuring substitute products or services, arising out of or relating to formation or performance of this Agreement, even if the parties have been advised of the possibility of such loss or damage.

11.3. General. Except as may be prohibited by applicable law: (i) the limitations of liability are cumulative and not per incident and include any refunds paid hereunder and (ii) the foregoing limitations will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose. Each party is responsible and liable for the actions and omissions of its Affiliates and subcontractors related to this Agreement.

12. Confidentiality

Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose information relating to the Disclosing Party's Cloud Services, Licensed Materials, technology, clients, or business (hereinafter referred to as "Confidential Information"). The Receiving Party will: (i) not disclose Confidential Information to a third party except in accordance with or to fulfill its obligations under this Agreement, provided that such third parties are bound by written confidentiality obligations at least as protective as those contained herein ("Authorized Third Parties"), (ii) use Confidential Information only for the purposes of this Agreement, (iii) give access to such Confidential Information solely to those employees and Authorized Third Parties with a need to have such access for purposes of this Agreement, and (iv) take the same security precautions to protect against the unauthorized disclosure or use of such Confidential Information that the party takes with its own confidential or proprietary information, but in no event will a party apply less than reasonable precautions to protect such Confidential Information. The foregoing will not apply with respect to any information that the Receiving Party can document (w) was or becomes generally available to the public without any action by, or involvement of, the Receiving Party or its Affiliates or Authorized Third Parties, (x) was in its possession or known by the Receiving Party without restriction prior to receipt from the Disclosing Party, (y) was rightfully disclosed to the Receiving Party without restriction by a third

party, or (z) was independently developed by or for the Receiving Party without use of or access to any Confidential Information. Nothing in this Agreement will prevent the Receiving Party from disclosing the Confidential Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order except as prohibited by law. Upon expiration or termination of an OSA, Customer will return to Intapp or destroy (and certify such destruction) all copies of the Licensed Materials provided pursuant to such OSA. Subject to Section 4.1.4 with respect to Customer Data, upon expiration or termination of the Agreement, or at such earlier time as requested by the Disclosing Party, the Receiving Party will return to Disclosing Party or destroy (and certify such destruction) all copies of the Disclosing Party's Confidential Information.

13. General Terms.

13.1. Assignment. Neither party may assign or transfer this Agreement, the Cloud Services, the Licensed Materials, or the Content or any rights granted hereunder, by operation of law or otherwise, to any third party without the other party's prior written consent, except to a successor in interest by virtue of a merger, acquisition or sale of all or substantially all of such party's assets. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties, their successors and permitted assigns. Any assignment in violation of this Section 13.1 is voidable at the option of the non-assigning party.

13.2. Notices. All notices will be in writing and delivered in person, by overnight delivery service or certified mail and are effective upon receipt.

13.3. Force Majeure. Except for the obligation to pay fees as and when due, neither party shall be responsible for delays beyond its reasonable control.

13.4. Export Controls. Customer will not use or disclose the Intapp Products in such a way that would cause Intapp to be in violation of applicable U.S. export control laws.

13.5. Waiver, Severability, Survival. Either party's waiver of, or failure to exercise, any right provided for herein will not be deemed a waiver of any further or future right under this Agreement. This Agreement may not be amended except by a written agreement. If any term of this Agreement is held to be unenforceable or invalid, that term will be enforced to the maximum extent possible and the other terms will remain in full force and effect. Sections 2.3, 2.4, 7.3, 8.2, 8.3, 9.3, 9.4, 10.1, 10.3, 11, 12 and 13 and Exhibit A survive the expiration, termination, or cancellation of this Agreement.

13.6. Attorneys' Fees. In the event either party commences any action or proceeding under this Agreement to enforce any right or remedy hereunder, the prevailing party shall be entitled to recover its reasonable costs and attorneys' fees.

13.7. Headings. The headings used in this Agreement are for convenience of reference only and are not to be construed in any way as material terms or be used to interpret the provisions of this Agreement.

13.8. Entire Agreement, Counterparts, Order of Precedence. This Agreement constitutes the entire agreement with respect to the subject matter contained herein and supersedes all prior or contemporaneous oral or written agreements concerning such subject matter (including any purchase orders and non-disclosure or confidentiality agreements). The parties agree that this Agreement, and any OSA and SOW hereunder, may only be modified by a written amendment signed by both parties that expressly amends the terms contained therein. This Agreement may be executed in multiple counterparts, which together will constitute one and the same instrument.

Except and only to the extent that an OSA amends this Agreement by express reference (and then only as to such OSA), in the event of any conflict between the terms of this Agreement and any OSA or SOW, the following order of precedence applies: (1) Agreement, (2) OSA, (3) SOW.

Exhibit A

Local Terms and Conditions

A. If Customer's address (as set forth in the OSA) is in North America, or in any country other than the United Kingdom, Australia or a European Union member state, this Paragraph A applies.

1. Governing Law. This Agreement is governed by the laws of New York, excluding its conflicts of law principles. The parties agree that neither the Uniform Computer Information Transaction Act nor the U.N. Convention on Contracts for the International Sale of Goods applies.

2. Dispute Resolution.

2.1. The parties will submit any dispute between them arising out of or relating to formation or performance of this Agreement to binding arbitration administered by JAMS under its Comprehensive Arbitration Rules and Procedures then in effect. The arbitration will be conducted in the English language before a single arbitrator who possesses expertise in the subject matter of the dispute. The arbitrator is not authorized to award damages in excess of the limits provided in this Agreement nor to award punitive damages or damages expressly excluded in this Agreement, and the parties waive any award to the extent that such damages are not authorized. Any award issuing in the arbitration is final and binding and may be enforced in any court of competent jurisdiction.

2.2. The parties will keep confidential the arbitration proceedings and arbitration award, except as is otherwise required by court order or as is necessary to confirm, vacate or enforce the award, and for disclosure in confidence to the parties' respective attorneys, tax advisors and senior management.

2.3. Notwithstanding Paragraph 2.1, either party may seek injunctive or provisional relief at any time in any court of competent jurisdiction. The arbitrator is not vested with the authority to determine either party's rights under this Paragraph 2.3.

B. If Customer's address (as set forth in the OSA) is in Australia, this Paragraph B applies.

1. Law. This Agreement is governed by the laws of New South Wales, Australia, excluding its conflicts of law principles. The parties agree that the U.N. Convention on

Contracts for the International Sale of Goods will not apply.

2. Dispute Resolution.

2.1. The parties will submit any dispute between them arising out of or relating to formation or performance of this Agreement to binding arbitration conducted before the Australian Centre for International Commercial Arbitration under its ACICA Arbitration Rules then in effect (the "Rules"). The arbitration will be conducted in Sydney, Australia in the English language before a single arbitrator who possesses expertise in the subject matter of the dispute. The arbitrator will make an award on the dispute within 90 days after the closing of the hearing as set forth in Rule 35. The arbitrator is not authorized to award damages in excess of the limits provided in this Agreement nor to award punitive damages or damages expressly excluded in this Agreement, and the parties waive any award to the extent that such damages are not authorized. Any award issuing in the arbitration is final and binding and may be enforced in any court of competent jurisdiction.

2.2. The parties will keep confidential the arbitration proceedings and arbitration award, except as is otherwise required by court order or as is necessary to confirm, vacate or enforce the award, and for disclosure in confidence to the parties' respective attorneys, tax advisors and senior management.

2.3. Notwithstanding Paragraph 2.1, either party may seek injunctive or provisional relief at any time in any court of competent jurisdiction. The arbitrator is not vested with the authority to determine either party's rights under this Paragraph 2.3.

C. If Customer's address (as set forth in the OSA) is in the United Kingdom or the European Union, this Paragraph C applies.

1. Rights of Third Parties. Except as otherwise expressly stated, this Agreement and any OSAs and SOWs do not confer any rights on any person or party (other than the parties to this Agreement) pursuant to the Contracts (Rights of Third Parties) Act 1999.

2. Law. This Agreement is governed by the laws of England and Wales, excluding its conflicts of law principles. The parties agree that

the U.N. Convention on Contracts for the International Sale of Goods will not apply.

3. Disputes

3.1. The parties will submit any dispute between them arising out of or relating to formation or performance of this Agreement to binding arbitration conducted before the International Centre for Dispute Resolution under its International Dispute Resolution Procedures (Including Mediation and Arbitration Rules) (the "Rules") then in effect. The arbitration will be conducted in London, England in the English language before a single arbitrator who possesses expertise in the subject matter of the dispute. The arbitrator will make an award on the dispute within 90 days after the closing of the hearing as set forth in Article 27. The arbitrator is not authorized to award damages in excess of the limits provided in this Agreement nor to award punitive damages or damages

expressly excluded in this Agreement, and the parties waive any award to the extent that such damages are not authorized. Any award issuing in the arbitration is final and binding and may be enforced in any court of competent jurisdiction.

3.2. The parties will keep confidential the arbitration proceedings and arbitration award, except as is otherwise required by court order or as is necessary to confirm, vacate or enforce the award, and for disclosure in confidence to the parties' respective attorneys, tax advisors and senior management.

3.3. Notwithstanding Paragraph 3.1, either party may seek injunctive or provisional relief at any time in any court of competent jurisdiction. The arbitrator is not vested with the authority to determine either party's rights under this Paragraph 3.3.