



MASTER PARTNER AGREEMENT

This Master Partner Agreement (the “**Master Partner Agreement**”, collectively with the addenda, as may be applicable, collectively the “**Agreement**”) sets forth the terms and conditions governing each Order Form between Integration Appliance, Inc. and its Affiliates (collectively “**Intapp**”), with an office at 3101 Park Boulevard, Palo Alto, California 94306 and the Partner as identified in the Order Form (“**Partner**”). Intapp and Partner may each individually be referred to as a “**Party**” or collectively as the “**Parties**”.

INTERPRETATION. THIS MASTER PARTNER AGREEMENT CONSISTS OF VARIOUS ADDENDA. SUCH ADDENDA ONLY APPLY IF APPLICABLE AS SET FORTH IN THE RESPECTIVE ORDER FORM.

1. DEFINITIONS.

“**Affiliate**” means any entity that is controlled by, or is under common control with, a Party to this Agreement, where “**control**” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity, whether through ownership of voting securities, by contract or otherwise.

“**Change Order**” means a written agreement substantially in the form of Annex 2 hereto, which is executed by the Parties from time to time. Each Change Order shall be considered to be attached to the applicable Order Form and incorporated by reference the applicable Order Form.

“**Cloud Services**” means hosted software applications provided as a service by Intapp to End Users as designated in an Order Form.

“**End User(s)**” means a validly licensed end user customer of the Intapp Products.

“**Intapp Products**” means Software and/or Cloud Services provided by Intapp that Intapp designates as Intapp Products in Order Form(s) for purposes of this Agreement or with respect to one or more Addenda to this Agreement from time to time, including any documentation and updates made available by Intapp with respect to such Intapp Products. The specific names of such Intapp Products may change, in Intapp’s sole discretion, and the terms of the Agreement will continue to apply to the applicable Intapp Products.

“**Order Form**” or “**Order**” means a written order executed by the Parties that is substantially in the form attached hereto as Annex 1. Each Order is deemed attached to this Master Partner Agreement and incorporated by reference into this Master Partner Agreement.

“**Software**” means software provided by Intapp for implementation by an End User on machines or other devices owned or operated by the End User, including software provided by Intapp via a third-party app store for implementation on the End User’s mobile devices.

2. LICENSES.

(a) Intapp Logos. Intapp hereby grants to Partner a non-exclusive, non-transferable license to refer to itself as an Intapp Partner (subject to such limitations on use of the term “*Intapp Partner*” as communicated by Intapp) and to use certain Intapp trademarks, trade names and/or service marks as Intapp may designate in its sole discretion from time to time (collectively “**Intapp Logos**”), only during the term of this Agreement and according to the terms herein and the guidelines provided by Intapp from time to time. Partner will only use the designations (e.g., “*Implementation Partner*”) for which it has satisfied the qualification and/or training requirements set out in the Agreement. Partner agrees to correct any deficiencies in its use of the Intapp Logos within a reasonable time upon receipt of notice from Intapp. Partner acknowledges Intapp’s sole ownership of the Intapp Logos, and all other Intapp marks, and all associated goodwill. Partner’s use of the Intapp Logos shall inure solely to the benefit of Intapp. Partner shall immediately cease all use of the Intapp Logos upon expiration or termination of this Agreement.

(b) Partner Logos. Partner hereby grants to Intapp a non-exclusive, non-transferable license to use certain Partner trademarks, trade names and/or service marks as Partner may designate in its sole discretion from time to time (collectively “**Partner Logos**”), only during the term of this Agreement and according to the terms herein and any guidelines provided by Partner. Intapp agrees to correct any deficiencies in its use of the Partner Logos within a reasonable time upon receipt of notice from Partner. Intapp acknowledges Partner’s sole ownership of the Partner Logos and all associated goodwill. Intapp’s use of the Partner Logos shall inure solely to the benefit of Partner. Intapp shall immediately cease all use of the Partner Logos upon expiration or termination of this Agreement.

(c) Use Restrictions for Partner Products. Partner agrees that Intapp retains all right, title and interest in the Intapp Products, including in any derivative works thereof. Partner shall not acquire any rights in or to the Intapp Products except as expressly set forth herein. The Intapp Products contains proprietary information, including trade secrets, of Intapp. Partner will not delete or alter any proprietary notices in any Intapp Products. Partner will implement reasonable measures to protect Intapp’s proprietary rights in the Intapp Products. Partner agrees that the Intapp Products is Confidential Information as defined in the Master Partner Agreement. Partner may not: (a) make the Intapp Products available to third parties other than Permitted Persons, (b) except as expressly provided herein, use the Intapp Products on behalf of or for the benefit of third parties, including, but not limited to, End Users; (c) except as provided in Section 2 of the License Addendum (if applicable) demonstrate the Intapp Products to any third party without Intapp’s written permission in each instance (which may be withheld by Intapp in its sole discretion); (d) modify the Intapp Products unless expressly permitted by Intapp in writing; (e) transfer, sell or sublicense the Intapp Products to any third party, including End Users; (f) disassemble, decompile or reverse engineer the Intapp Products, except as



permitted by applicable law; (g) use the Intapp Products for its own (or a third party's) purposes, including processing data; (h) publish results of any testing or benchmarks related to the Intapp Products; (i) file any patent, copyright and/or other intellectual property application and/or registration relating to the Intapp Products; or (j) use or permit to be used the Intapp Products in any rental, outsourcing, or hosted basis.

(d) **Reservation of Rights.** Nothing in this Agreement or in the performance thereof, or that might otherwise be implied by law, shall operate to grant (a) Partner any right, title, or interest in Intapp Logos or the Intapp Products other than as specified in the limited license grant herein or (b) Intapp any right, title, or interest in the Partner Logos other than as specified in the limited license grant herein.

3. **FEES.** In consideration of the designation as an Intapp Partner and the licenses granted hereunder, and where applicable (as agreed to by the Parties in writing), Partner shall pay Intapp an annual fee within thirty (30) days of the effective date of an applicable Order Form (the "**Annual Fee**"). Any applicable Annual Fee will be due each year thereafter on the anniversary of the effective date of the applicable Order Form.
4. **CONFIDENTIALITY.** It is expected that the Parties will disclose to each other certain information which may be considered confidential or proprietary ("**Confidential Information**"), and each Party recognizes the value and importance of the protection of the other's Confidential Information. All Confidential Information of one Party (the "**Disclosing Party**") disclosed to the other Party (the "**Receiving Party**") shall remain solely the property of the Disclosing Party, and its confidentiality shall be maintained and protected by the Receiving Party with at least the same effort used to protect its own confidential information of a similar nature. Each Party represents and warrants that such effort is and will be reasonably calculated to protect such Confidential Information. Except to the extent required by this Agreement, both Parties agree not to duplicate in any manner the other's Confidential Information or to disclose it to any third party or to any of their employees not having a need to know for the purposes of this Agreement. The Parties further agree not to use each other's Confidential Information for any purpose other than the performance of this Agreement. Confidential Information may include, but is not limited to, trade secrets, processes, formulae, specifications, software, test results, technical know-how, methods and procedures of operation, business or marketing plans, proposals, and licensed documentation, whether belonging to a Party or to a Party's prospective customer, customer or supplier. Notwithstanding the foregoing, there shall be no restriction on use or disclosure of information that is not Confidential Information.

Confidential Information shall not include information which falls within one of the following categories: (i) information that is released into the public domain by an authorized representative of the Disclosing Party; (ii) information that was in the Receiving Party's lawful possession prior to the disclosure and had not been subject to limitations on disclosure or use, as shown by the Receiving Party's files existing at the time of disclosure; (iii) information that is independently developed by the Receiving Party by persons who had no knowledge of Confidential Information at the time it is independently developed; or (iv) is lawfully disclosed hereafter to the Receiving Party, without restriction, by a third party who did not acquire the information directly or indirectly from the Disclosing Party. Notwithstanding anything to the contrary in this Agreement or applicable addendum(s), the Intapp Products and/or any information about or provided by (or on behalf of) Intapp's customers or clients, including personal data and/or personal information, (collectively the foregoing "**Customer Data**") shall at all times remain the Confidential Information of Intapp. Notwithstanding anything in the Agreement to the contrary, no Customer Data may be kept or maintained by Partner.

In the event that the Receiving Party or any of its representatives becomes legally compelled (or requested by an applicable regulatory body) to disclose any of the Confidential Information, the receiving Party will provide the disclosing Party with prompt written notice, unless providing such notice would violate applicable law or regulation, so that the Disclosing Party may seek a protective order or other appropriate remedy (and if the Disclosing Party seeks such an order, the Receiving Party will provide such cooperation as the Disclosing Party reasonably requests) and/or waive compliance with the provisions of this Agreement. In the event that such a protective order or other remedy is not obtained, or if the Disclosing Party waives compliance with the provisions of this Agreement, the Receiving Party will furnish only that portion of the Confidential Information which is legally required (in the opinion of its counsel).

5. **NO IMPLIED OR STATUTORY WARRANTIES; DISCLAIMERS.** Except as explicitly set forth in an applicable addendum hereto:

No warranties of any kind or nature are made by Intapp with respect to any Intapp Products, any program guides, or any other services, information, or materials provided by Intapp to Partner as part of or under this Agreement, or on any web site providing or containing any of the foregoing (collectively, "**Intapp Materials**"). TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: (I) INTAPP PROVIDES THE INTAPP MATERIALS "AS IS" AND "AS AVAILABLE" AND (II) INTAPP HEREBY DISCLAIMS ALL WARRANTIES, CONDITIONS, OR DUTIES OF EVERY NATURE WHATSOEVER (EXCEPT ANY DUTIES OF GOOD FAITH), INCLUDING ANY IMPLIED WARRANTIES, STATUTORY AND/OR EXPRESS WARRANTIES, INCLUDING ANY WARRANTY REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF TITLE, ENJOYMENT, OR LACK OF INFRINGEMENT ACCURACY, COMPLETENESS, VIRUSES, UNINTERRUPTED SERVICE, OR LACK OF INFRINGEMENT.



6. INDEMNIFICATION OBLIGATIONS

- (a) For purposes of the License Addendum, Services Addendum, Reseller Addendum, and Subcontractor Addendum, each as applicable, Intapp shall defend Partner against (or at Intapp's option settle) any and all claims, demands, suits or proceedings made or brought against Partner by an unaffiliated third party (each an "**Action**") on the issue of infringement of a patent or copyright by Intapp Products, in the form provided by Intapp, and 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. Partner agrees that Intapp shall be relieved of its obligations under this Section 6 to the extent that any delay by Partner in notifying Intapp of such action prejudices Intapp in the defense thereof. Partner will give Intapp the authority to proceed as contemplated herein, and, at Intapp's expense (except as provided below), give Intapp proper and full information in its possession and assistance to settle or defend any Action.
- (b) Intapp shall not be liable for any costs or expenses incurred without its prior written authorization. If the Intapp Products, or any part thereof is, or in the opinion of Intapp becomes, or may become the subject of a claim, demand, suit or proceeding for infringement of any proprietary right set forth in Section 6 (a), or if the sale or use of the Products, or any part thereof, is, as a result, enjoined, then Intapp may, at its option and expense either (a) procure for Partner the right under such proprietary rights to sell or use, as appropriate, the Intapp Products; (b) replace the Intapp Products, or parts thereof, with other suitable and reasonably equivalent software or services or parts thereof so that the Intapp Products becomes non-infringing; or (c) suitably modify the Intapp Products, or parts thereof, so that the Product becomes non-infringing while remaining reasonably equivalent to the original Product; or (d) terminate this Agreement.
- (c) Notwithstanding the foregoing provisions, Intapp assumes no liability for any Actions with respect to: (a) any act or omission by Partner including Partner Services (as defined in the Services Addendum and/or Subcontractor Addendum, as applicable), Interfaces (as defined in the License Addendum and/or Platform Addendum, as applicable), or modifications; (b) any product in, or with which, any of the Intapp Products may be used; (c) the modification or translation of the Intapp Products, or any part thereof, when the infringement would not have occurred but for such modification or translation, unless such modification or translation is made by Intapp; nor (d) the combination of the Intapp Products with any other product that is not a product of Intapp, when the infringement would not have occurred but for such combination.
- (d) THE FOREGOING PROVISIONS OF THIS SECTION 6 STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF INTAPP AND THE EXCLUSIVE REMEDY OF PARTNER WITH RESPECT TO ANY ALLEGED INFRINGEMENT OF ANY PATENT OR COPYRIGHT OR ANY OTHER INTELLECTUAL PROPERTY RIGHT BY THE INTAPP PRODUCTS OR ANY PART THEREOF.
- (e) Partner, at its own expense, shall defend, indemnify and hold harmless Intapp and its Affiliates and its end users and its and their respective directors, officers, employees and agents (each, an "**Indemnified Party**") from and against any and all unaffiliated third-party claims (including by End Users), actions and/or demands (the foregoing individually and collectively "**Claim(s)**"), liabilities, losses, damages, judgments, settlements, costs and expenses, including reasonable attorneys' fees (any or all of the foregoing hereinafter referred to as "**Losses**"), insofar as such Losses (and Claims in respect thereof) are based on, arise out of, or are related to:
- (i) any obligation imposed by law on Intapp or its Affiliates to pay any withholding taxes, social security, unemployment or disability insurance, or similar items in connection with compensation received by Partner pursuant to this Agreement (including any addendum) or any claims relating to Partner Personnel (as defined in the Subcontractor Addendum);
 - (ii) a breach by Partner of any representation, warranty or covenant made by it under the Subcontractor Addendum or Platform Addendum, or violation of applicable law or regulation in the performance of its obligations under the Subcontractor Addendum or Platform Addendum;
 - (iii) any allegation that the use of any of the (a) Deliverables (as defined in the Subcontractor Addendum), (b) Interfaces (as defined in the License Addendum) or any combination of the Interfaces with the Intapp Products, or (c) Partner Materials (as defined in the Platform Addendum) or any combination of the Partner Materials with the Intapp Products infringes, violates, or misappropriates any copyright, patent, trade secret or other proprietary or intellectual property right;
 - (iv) Partner's breach of the Reseller Addendum or Section 1 of the Referral Addendum; and
 - (v) Partner Services (as defined in the Services Addendum) or Services (as defined in the Subcontractor Addendum).

In addition, if such a Claim under (iv) above causes Intapp's or its End User's use of any such Deliverable or any portion thereof to be disrupted or enjoined, then Partner, at its sole option and expense, shall either (i) procure for Intapp the continued use of such Deliverable; (ii) replace such Deliverable with a non-infringing Deliverable; (iii) modify the Deliverable such that it becomes non-infringing; or (iv) direct the return of the Deliverable and refund to Intapp the fees paid for the Deliverable.

The Indemnified Party will (i) promptly notify Partner of any indemnifiable claim (however, failure of the Indemnified Party to so promptly notify Partner will not relieve Partner of its indemnification obligations hereunder, except to the extent that it has been materially damaged thereby); and (ii) give Partner the opportunity to defend or negotiate a settlement of any such claim and cooperate to the extent reasonable with Partner, at Partner's expense, in defending or settling such claim. The Indemnified Party reserves the right,



at its own expense, to participate in the defense of any matter subject to indemnification by Partner. Partner shall not have the right, without the Indemnified Party's written consent, to settle any claim if such settlement (i) contains a stipulation to or admission or acknowledgement of, any liability or wrongdoing on the part of the Indemnified Party; (ii) involves the incurrence of any costs or expenses on the part of the Indemnified Party; or (iii) imposes any obligation upon the Indemnified Party (other than the return of Deliverables as provided in the Subcontractor Addendum).

7. LIMITATION OF LIABILITY AND EXCLUSIVE REMEDY.

- (a) Disclaimer and Limitations of Liability. EXCEPT AS SET FORTH IN SECTION 7 (B), IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR INDIRECT DAMAGES OR LOSSES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY, FOR FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, OR FOR NEGLIGENCE) OR FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER OR FOR ANY THIRD PARTY CLAIMS, ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IN THE EVENT OF FAULT, TORT (INCLUDING NEGLIGENCE) OR STRICT OR PRODUCT LIABILITY. EXCEPT AS SET FORTH (I) IN SECTION 7 (B) BELOW, (II) IN THE RESELLER ADDENDUM WITH RESPECT TO INTAPP'S LIABILITY, AND (III) THE SUBCONTRACTOR ADDENDUM WITH RESPECT TO PARTNER'S LIABILITY, EACH ADDENDUM AS APPLICABLE, THE ENTIRE LIABILITY OF EACH PARTY FOR ANY BREACH OF THE AGREEMENT OR FOR ANY CAUSE OF ACTION OF ANY NATURE (INCLUDING WITHOUT LIMITATION, TORT OR PRODUCTS LIABILITY, OR TERMINATION OF OR FAILURE TO RENEW THIS AGREEMENT), SHALL BE LIMITED TO AN AGGREGATE AMOUNT OF US\$100,000 (THE "MONETARY LIABILITY"). THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS HEREIN SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. PARTNER IS RESPONSIBLE FOR THE ACTS AND OMISSIONS OF END USERS AS WELL AS PARTNER'S AFFILIATES AND ITS AND/OR THEIR PERSONNEL (INCLUDING CONTRACTORS).
- (b) Exceptions to Limits of Liability. NO LIMITATIONS OF LIABILITY IN THIS AGREEMENT (INCLUDING ANY ADDENDA) SHALL APPLY TO: (I) PARTNER'S BREACH OF SECTION 2 OR 4 OF THE MASTER PARTNER AGREEMENT, SECTION 8 OF THE RESELLER ADDENDUM, OR SECTION 5 OF THE SUBCONTRACTOR ADDENDUM; (II) A SECURITY BREACH (AS DEFINED IN THE SUBCONTRACTOR ADDENDUM); (III) PARTNER'S MISAPPROPRIATION, VIOLATION, OR INFRINGEMENT OF INTAPP'S (OR ITS AFFILIATES' OR LICENSORS') INTELLECTUAL PROPERTY OR INTELLECTUAL PROPERTY RIGHTS; (IV) A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THE AGREEMENT; (V) PARTNER'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, BAD FAITH OR FRAUD, (VI) PARTNER'S LIABILITY FOR BODILY INJURY OR DAMAGE TO TANGIBLE PROPERTY; (VII) AMOUNTS PERTAINING OR RELATING TO INSURANCE COVERAGES REQUIRED TO BE CARRIED BY PARTNER AS REFERENCED IN THE AGREEMENT; OR (VIII) PARTNER'S PAYMENT OBLIGATIONS UNDER THE PLATFORM ADDENDUM.

8. **TERM AND TERMINATION.** This Agreement shall take effect on the effective date of the initial Order Form and shall continue in effect until the expiration or termination of all Order Forms and/or SOWs (as defined in the Subcontractor Addendum) hereunder, unless earlier terminated as provided in this Agreement (including any addendum attached hereto). This Agreement may be renewed for subsequent terms by mutual agreement of the Parties in writing via a Change Order or amendment. Upon expiration or termination of this Agreement, Partner shall cease representing itself as a partner and each Party shall cease use of the other Party's Logos.

Termination and/or expiration of this Agreement and/or respective Order Forms shall immediately terminate all addenda hereto; provided, however, Partner shall, in Intapp's sole discretion, continue to perform any work in progress as of the termination or expiration of this Agreement (collectively "In-Flight Deals") until the completion of such work, and the terms of this Agreement (including applicable addenda as specified in the applicable Order Form(s)) will continue to apply to such Inflight Deals. Unless otherwise prohibited by law and without prejudice to the non-breaching Party's other rights or remedies, either Party shall have the right to immediately terminate this Agreement, without prior written notice, in the event of the other Party's material breach hereof. Except as otherwise explicitly set forth on an Order Form or addendum, Intapp may terminate this Agreement, any Order Form, any SOW, or any or all addenda, upon no less than thirty (30) days prior written notice to Partner. All termination rights of Intapp under this Agreement (including under any Order Form, SOW, or addendum) permit Intapp to terminate the applicable document, products, and/or services in whole or in part. Intapp shall not be responsible to the other for any costs or damages resulting from the termination of this Agreement. Sections 2(a), 2(c), 4, 5, 6, 7, 8, 9, and 10 as well as any other provision that is necessary to survive expiration or termination to give effect to its intent, will survive the expiration, termination, or cancellation of this Agreement, Order Form, SOW, or any addenda hereto.

9. GENERAL.

- (a) Notices. Except as otherwise provided, all notices, authorizations, and requests in connection with this Agreement shall be in a writing or other record that is signed, electronically or otherwise, and shall be deemed received two (2) business days after transmission by email or facsimile, five (5) business days after being deposited in the mail (prepaid) for delivery in the same country, or ten (10)



business days after being deposited in the mail (prepaid) for delivery between different countries, at the addresses first set forth in the applicable Order Form or to such other address as the Party to receive the notice so designates by written notice to the other.

(b) Entire Agreement; Severability; No Waiver; Construction. This Agreement, including any Order Form(s), SOW(s), and addenda thereto, shall constitute the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous communications. Except as otherwise provided herein, this Agreement shall only be amended in writing or in a record that is signed electronically by both Parties. If a particular provision of this Agreement is terminated or held by an arbitrator or a court of competent jurisdiction to be invalid, illegal, or unenforceable, this Agreement shall remain in full force and effect as to the remaining provisions. No waiver of any breach of any provisions of this Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving Party. This Agreement and applicable Order Form(s) and SOW(s) have been negotiated and prepared by the Parties and their respective counsel and should any provision of this Agreement require judicial interpretation, the court interpreting or construing the provision shall not apply the rule of construction that a document is to be construed more strictly against one Party. References in this Agreement to “includes,” and “including,” are deemed to be followed by the words “without limitation.” Any rights that Intapp has under this Agreement or any addenda are in addition to, and not in lieu of, rights it has under the Agreement or the addenda, respectively.

(c) Governing Law; Arbitration. This Agreement shall be governed by the substantive laws of the State of New York. Any claim or controversy between the parties arising out of or relating to the formation or performance of this Agreement will, on written request of either party served on the other, be submitted first to mediation, and then if still unresolved, to binding arbitration. Any mediation or binding arbitration will take place in Santa Clara County, California, in accordance with the Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association then in effect. Any arbitration will be conducted before a panel consisting of one arbitrator and in the English language. The arbitrator shall not award damages inconsistent with the terms of this Agreement, and the parties irrevocably waive the award of any such inconsistent damages. If any action is necessary to enforce the terms of this Agreement, the substantially prevailing party will be entitled to reasonable attorneys’ fees, costs and expenses in addition to any other relief to which such prevailing party may be entitled, as the arbitrator shall decide. Notwithstanding the preceding, Intapp may seek equitable relief in any court of competent jurisdiction to enforce the provisions of this Agreement relating to the use of Intapp Products and either Party may seek equitable relief in any court of competent jurisdiction to enforce the provisions of this Agreement relating to confidentiality or the use of Partner Logos or Intapp Logos, as applicable.

(d) No Partnership or Other Legal Organization. Neither this Agreement, nor any terms and conditions contained herein, shall be construed as creating a partnership, joint venture, franchise or agency relationship. The Partner expressly acknowledges and agrees that as used in this Agreement, the designation “Partner” is intended to indicate membership in the program but not a legal partnership, joint venture, or other legal organization or entity. Each Party agrees that it shall not hold itself out as an agent or legal partner of the other Party or try to bind the other Party to any agreement. Neither Partner nor any of its employees, contractors, agents, or any other personnel shall have the right to make any representation, warranty, or promise or to give any instructions for use of any Intapp Product or other Intapp Materials which instruction is not contained in the applicable Intapp Product documentation, or expressly authorized by Intapp in writing.

(e) Press Releases and Public Announcements. Partner may not issue a press release or other announcement (including social media) regarding this Agreement unless Intapp has previously approved such release, and the contents of such release, in writing.

(f) Assignment. Partner may not assign, sublicense, sub-contract, or otherwise transfer this Agreement, or any rights or obligations under it, without Intapp’s prior written consent. Intapp may, upon notice to Partner, assign or transfer this Agreement, or any rights or obligations hereunder, either to an Affiliate or to a successor to all or substantially all of the business or assets of Intapp and this Agreement shall be binding upon such successor or assignee.

(g) Counterparts; Electronic Signatures; Construction. This Agreement (including any addendum, Order Form, and/or SOW) may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute one and the same Agreement. The Parties acknowledge and agree that the Master Partner Agreement, any Order Form(s) (including any and all applicable addenda), SOWs, and Change Orders may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Except and only to the extent that an Order Form or SOW amends this Agreement by express reference (and then only as to such Order Form or SOW), in the event of any conflict between the terms of this Agreement and any Order Form or SOW, the following order of precedence applies: (1) Agreement, (2) Order Form, and (3) SOW. No shrink-wrap, click-wrap, or other similar terms and conditions or agreements (“**Additional Terms**”), whether provided by Partner or Partner personnel (including through any online means, portals, or services), shall be binding, even with an affirmative “acceptance” of those Additional Terms and all such Additional Terms are of no effect, are deemed rejected entirety, and such terms do not supersede or terminate this Agreement, an Order Form, or any SOW.



Annex 1- Order Form Template

Integration Appliance, Inc. and its Affiliates (collectively "Intapp") and **[INSERT PARTNER'S LEGAL ENTITY NAME AND DELETE THIS BRACKET]** ("Partner") hereby enter into this order form ("Order Form" or "Order") as of _____, 20____ (the "Order Form Effective Date"). This Order Form hereby incorporates and is governed by the terms of the partner agreement by and between the Parties set forth at www.intapp.com/partneragreement (the "Master Partner Agreement"). Capitalized terms used herein and not otherwise defined in this Order Form shall have the same meaning set forth Master Partner Agreement.

Term. The term of this Order Form shall commence on the Order Form Effective Date and will continue for an initial term of three (3) years, unless otherwise terminated in accordance with the Master Partner Agreement or extended by a signed Change Order or amendment to this Order Form.

- 1. **License Addendum:** Partner shall receive the type(s) of licenses for the Intapp Products under the License Addendum: **[List Intapp Product(s), insert X in column(s) that apply, insert any applicable fees, and delete this bracket]**

INTAPP PRODUCT	PARTNER CATEGORY			
	INTEGRATION PARTNER	IMPLEMENTATION PARTNER	RESELLER PARTNER	REFERRAL PARTNER

Annual or Other Fees: **[Partner shall pay Intapp- Insert applicable payment amounts and terms if applicable or otherwise delete this bracket]**

- 2. **Referral Addendum.** Partner is an authorized referral Partner of Intapp and is authorized for the Intapp Products under the Referral Addendum as follows: **[Insert Intapp Products, Fees, and Markets as applicable or otherwise delete this bracket]**

Intapp Products and Fees:

Market:

Referral Forms: Partner will complete and submit a signed and dated Referral Form with at least the following information: Referral Date; Prospect Information; Company Name; Address; Contact Name; Phone; Fax; Email; Description of Intapp Products desired; and Description and dates of Partner's promotional efforts.

- 3. **Reseller Addendum.** Partner is an authorized reseller of Intapp and is authorized for the Intapp Products under the Reseller Addendum as follows: **[Insert Intapp Products as applicable or otherwise delete this bracket]**

A. Payments for Intapp Products- Partner will purchase Software licenses and Cloud Service subscriptions from Intapp and set its own prices for the Software or Cloud Service subscriptions based on the suggested pricing below. Pricing to Partner may be changed by Intapp at any time upon ninety (90) days written notice to Partner.

[Insert tables as applicable or otherwise delete this bracket]

B. Sales Targets- Partner will make all commercially reasonable efforts to achieve sales volume and to build a sales funnel consisting of prospects and representing annual contract value as follows in the first twelve (12) months of this Order Form:

[Insert tables as applicable or otherwise delete this bracket]

C. Territories: **[Insert Territories if applicable and otherwise delete this bracket]**



4. **Services Addendum:** Partner is an authorized services Partner and will be eligible to designate itself as an “Intapp Services Partner” with respect to those of the following Intapp Products for which it maintains the certifications, and meets the other obligations, set forth in this Order Form: **[List Intapp Product(s), insert X in column(s) below that apply, and delete this bracket]**

5. **Subcontractor Addendum:** Partner shall be authorized for the following Products under the Subcontractor Addendum: **[Insert Intapp Products as applicable or otherwise delete this bracket]**

a. **[List any certifications that may be required]**

6. **Platform Addendum:** Partner is a “Platform Partner”.

Data Provided; Format: **[Insert as applicable]**.

Delivery Method: **[Insert as applicable]**

Intapp Products: Partner is designated an Integration Partner for the following Intapp Products: **[Insert Intapp Products as applicable]**

Partner Products: Partner is only permitted to integrate the Intapp Products with the following Partner products: **[Insert Partner products]**

Sales Performance: Partner shall pay Intapp **[INSERT %]** of Partner’s annual contract value (“ACV”) attributable to a customer’s utilization of Partner’s Data or Delivery Mechanism via Intapp’s Platform(s) (the “**Annual Commission**”). For clarity, the Annual Commission is calculated per customer and is due and payable to Company for each customer. The Annual Commission shall be due & payable for the duration of each customer’s license with Partner. Partner may adjust its license fees with customers as needed and in good faith annually. In addition to the Annual Commission, Partner shall pay Intapp an additional one-time (per customer) **[INSERT %]** referral payment (the “**Referral Fee**”) of the ACV for sourcing of an opportunity that leads to the direct sale and payment of a new Partner customer. For clarity, the Referral Fee is calculated per customer and is due and payable to Company for each customer. Partner shall pay Company the Annual Commission and the Referral payments on a **[INSERT FREQUENCY]** basis corresponding with a **[INSERT FREQUENCY]** contract report (“**Report**”) which Partner hereby agrees to provide to Company (including at least the following information: identifying the sale, customer, annual contract value, Partner salesperson and the Annual Commission and Referral payment amount). Each Report will be signed by an authorized executive of Partner and Partner shall certify that the information provided to Intapp, including the Records (as defined in the Platform Addendum) and Report(s), is true and accurate.

IN WITNESS WHEREOF, the Parties hereto have executed this Order Form as of the Order Form Effective Date.

INTEGRATION APPLIANCE, INC.

By: _____ **[Example Only]** _____
 Name: _____
 Title: _____
 Date: _____

[INSERT PARTNER’S LEGAL ENTITY NAME]

By: _____ **[Example Only]** _____
 Name: _____
 Title: _____
 Date: _____



Annex 2 to the Master Partner Agreement- Change Order Template

Integration Appliance, Inc. and its Affiliates (collectively "Intapp") and [INSERT PARTNER'S LEGAL ENTITY NAME] ("Partner") agree to amend the order form dated [], 20[], (the "Order Form"). This Change Order will become effective and will be added to the Order Form and amend the applicable addendum referenced in the Order Form as of the date Intapp executes this Change Order. Unless specified otherwise herein, all terms of the Order Form and Master Partner Agreement shall remain unchanged. Capitalized terms used herein and otherwise defined in this Change Order shall have the same meaning set forth in the Order Form and/or Master Partner Agreement, as applicable.

- 1. Extension: [if applicable, otherwise delete] The Parties hereby agree to extend the term of the Order Form through [month, day, year], unless earlier terminated or extended in accordance with the terms of the Master Partner Agreement
2. License Addendum: The Order Form is hereby amended and the parties agree that Partner shall receive the type(s) of licenses for the Intapp Products under the License Addendum: [Insert Intapp Products as applicable]

Intapp Products and Fees: [Insert as applicable]
Partner Category/Designation: [Insert as applicable]

- 3. Referral Addendum. The Order Form is hereby amended and the parties agree that Partner is authorized for the Intapp Products under the Referral Addendum as follows: [Insert new Intapp Products as applicable]

Intapp Products and Fees: [Insert as applicable]
Market: [Insert as applicable]

- 4. Reseller Addendum. The Order Form is hereby amended and the parties agree that Partner is authorized for the Intapp Products under the Reseller Addendum as follows: [Insert Intapp Products as applicable]

Payments for Intapp Products: Partner will purchase Software licenses and Cloud Service subscriptions from Intapp and set its own prices for the Software or Cloud Service subscriptions based on the suggested pricing below. Pricing to Partner may be changed by Intapp at any time upon ninety (90) days written notice to Partner. [Insert tables as applicable]

Sales Targets: Partner will make all commercially reasonable efforts to achieve sales volume and to build a sales funnel consisting of prospects and representing annual contract value as follows in the first twelve (12) months of this Order Form: [Insert tables as applicable]

Territories: [Insert as applicable]

- 5. Services Addendum: The Order Form is hereby amended and the parties agree that Partner shall be authorized for the following

Products under the Services Addendum: [Insert Intapp Products as applicable]

- 6. Subcontractor Addendum: The Order Form is hereby amended and the parties agree that Partner shall be authorized for the following Products under the Subcontractor Addendum: [Insert Intapp Products as applicable]
7. Platform Addendum: The Order Form is hereby amended and the parties agree that Partner shall be authorized for the following under Platform Addendum: Partner is a "Platform Partner".

Data Provided; Format: [Insert as applicable].

Delivery Method: [Insert as applicable]

Intapp Products: Partner is designated a Integration Partner for the following Intapp Products: [Insert Intapp Products as applicable]

Partner Products: Partner is only permitted to integrate the Intapp Products with the following Partner products: [Insert Partner products]

Sales Performance: Partner shall pay Intapp [INSERT %] of Partner's annual contract value ("ACV") attributable to a customer's utilization of Partner's Data or Delivery Mechanism via Intapp's Platform(s) (the "Annual Commission"). For clarity, the Annual Commission is calculated per customer and is due and payable to Company for each customer. The Annual Commission shall be due & payable for the duration of each customer's license with Partner. Partner may adjust its license fees with customers as needed and in good faith annually. In addition to the Annual Commission, Partner shall pay Intapp an additional one-time (per customer) [INSERT %] referral payment (the "Referral Fee") of the ACV for sourcing of an opportunity that leads to the direct sale and payment of a new Partner customer. For clarity, the Referral Fee is calculated per customer and is due and payable to Company for each customer. Partner shall pay Company the Annual Commission and the Referral payments on a [INSERT FREQUENCY] basis corresponding with a [INSERT FREQUENCY] contract report ("Report") which Partner hereby agrees to provide to Company (including at least the following information: identifying the sale, customer, annual contract value, Partner salesperson and the Annual Commission and Referral payment amount). Each Report will be signed by an authorized executive of Partner and Partner shall certify that the information provided to Intapp, including the Records (as defined in the Platform Addendum) and Report(s), is true and accurate.

INTAPP

By: [Example Only]
Name:
Title:
Date:

[INSERT PARTNER'S LEGAL ENTITY NAME]

By: [Example Only]
Name:
Title:
Date:



LICENSE ADDENDUM

This License Addendum or “Addendum” is part of the Master Partner Agreement. Capitalized terms not otherwise defined in this License Addendum shall have the meanings set forth in the Master Partner Agreement. To the extent there is any conflict between the provisions of the Master Partner Agreement and this License Addendum with respect to the subject matter of this License Addendum, this License Addendum shall prevail.

1. INTERPRETATION AND DEFINITIONS.

(a) Interpretation. This License Addendum only applies if Partner is designated by Intapp as one or more of the following: (i) Implementation Partner, (ii) Integration Partner, and/or (iii) Referral Partner, as noted on the applicable Order Form. Notwithstanding anything in the Agreement to the contrary, Intapp may update the Order Form (or the Intapp Products and designations relating thereto including, (i) adding Intapp Products and/or designations by sending a Change Order and/or (ii) removing Intapp Products and/or designations in writing including by email) from time to time in its sole discretion. Restrictions in this Addendum are in addition to, and not in lieu of, other restrictions in the Master Partner Agreement.

Notwithstanding Section 1 of the Master Partner Agreement, for the purposes of this License Addendum an “**End User**” means an entity that has a subscription from Intapp, or an authorized reseller of Intapp (“**Reseller**”), to use the Intapp Products that is in effect at all times while Partner is exercising its applicable license rights under Section 2 of this Addendum.

(b) Definitions.

“**Implementation Partner**” shall mean a Partner that implements Intapp Products for End Users and that is designated as an Implementation Partner as noted on the applicable Order Form.

“**Integration Partner**” means a Partner that develops Interfaces and is designated as an Integration Partner in the applicable Order Form.

“**Interfaces**” shall mean the methods created by the Partner to provide for the exchange of information, data and/or content between Intapp Products and Partner Products.

“**Partner Products**” shall mean Partner’s software and/or cloud services identified in an Order Form that Partner provides to End Users.

“**Permitted Person**” shall mean an employee or Intapp approved subcontractor of Partner who is under an obligation of confidentiality to Partner that is materially equivalent to the confidentiality obligations contained in the Master Partner Agreement, which obligations extend to the Intapp Products and with a need to know Intapp’s Confidential Information for purposes of this License Addendum.

“**Referral Partner**” shall mean a Partner that is authorized to refer Intapp Products to qualifying Prospect (as defined in the Referral Addendum) and that is designated as a Referral Partner in the applicable Order Form.

“**Software**” shall mean, with respect to this License Addendum, the Intapp Software listed in the applicable Order Form.

2. INTAPP PRODUCTS.

(a) Intapp Products. Within a reasonable time after the effective date of the applicable Order Form, Intapp will provide to Partner, at Intapp’s sole discretion, either (i) a copy of Software (in object code only), or (ii) access to Cloud Services. Intapp may, in its sole discretion, charge Partner for access to the Intapp Products with such pricing to be agreed to by the parties in the applicable Order Form, if applicable. If Intapp chooses to provide a copy of Software to Partner, Intapp may during the term of this License Addendum, upon notice to Partner, require Partner to return or destroy, in Intapp’s discretion, all copies of the Software in Partner’s possession, additionally, Intapp may substitute access to the Cloud Services version of the Software. Intapp Products will be subject to the use restrictions below applicable to Partner based on Partner’s designation(s) in the applicable Order Form. Intapp reserves the right to make changes to the Intapp Products at any time without notice to Partner. Intapp may, but will not be obligated to, provide updated version(s) of the Software (or provide access to Cloud Services including such updates) following such changes.

(b) Integration Partner; Implementation Partner. If Intapp provides Integration Partner a copy of Software, Intapp grants Integration Partner a nonexclusive, non-assignable, non-transferable, revocable, non-sublicensable limited license to use such Software on computers owned or controlled by Integration Partner. Integration Partner may use the Intapp Products solely for the purposes of developing, testing and maintaining Interfaces to work with the Intapp Products to transfer information, data and/or content between Partner Products and the Intapp Products. Integration Partner may not incorporate all or any portion of the Software into the Interfaces nor create derivative works of the Intapp Products without Intapp’s express prior written consent. If Intapp provides Implementation Partner a copy of Software Intapp grants Implementation Partner a nonexclusive, non-assignable, non-transferable, revocable, non-sublicensable limited license to use the Software on computers owned or controlled by Implementation Partner.

Implementation Partner may use the Intapp Products solely for the purposes of (i) developing and maintaining tools for general use by Implementation Partner in the implementation of the Intapp Products (“**Implementation Tools**”), (ii) training Implementation Partner’s Permitted Persons to implement the Intapp Products, (iii) designing, developing and testing workflows for use by End Users and (iv) configuring the Licensed



Software for End Users. For the avoidance of doubt, Implementation Partner may not use the Intapp Products to design, develop or test workflows nor to configure the Intapp Products for a third party or to consult with or advise the third party with respect to the implementation of such Intapp Products unless such third party is an End User throughout the time of such consultation, design, development, configuration or test. Implementation Partner may not incorporate all or any portion of the Software into the Implementation Tools nor create derivative works of the Intapp Products without Intapp's express prior written consent (provided that workflows and configurations shall not be deemed derivative works for purposes of Section 2).

(d) Referral Partner. If Intapp provides Referral Partner with a copy of Software, Intapp grants Referral Partner a nonexclusive, non-assignable, non-transferable, revocable, non-sublicensable limited license to use the Software on computers owned or controlled by Referral Partner. Referral Partner may use Intapp Products solely for the purposes of (i) training Permitted Persons who are involved in marketing the Intapp Products to prospective End Users in the features and functionality of the Intapp Products, and (ii) demonstrating the Intapp Products to prospective End Users.

(e) Intapp Products for Demonstration. Intapp may make access to non-production instances of the Cloud Services available to Partner (sometimes referred to as a "**Sandbox**") which would be provided at the then current rate charged by Intapp for such Sandboxes. Additionally, Intapp may make Software, for non-production purposes, available in which event Intapp grants to Partner, a non-exclusive, non-transferable license (without the right of sublicense) to install and use the Software only on computers owned or leased by Partner (while such computers are under Partner's control). The Intapp Products provided in accordance with this section may be used by Licensee solely for demonstration, training, prototyping, and support purposes.

3. **TERM AND TERMINATION; SURVIVAL** The term of this License Addendum shall begin on the first date Partner is designated a partner type by Intapp under the applicable Order Form for purposes of this Addendum and will continue until terminated as provided in this Section 3 or the Agreement. Unless otherwise prohibited by law and without prejudice to the non-breaching Party's other rights or remedies, either Party shall have the right to immediately terminate this License Addendum, without prior written notice, in the event of the other Party's material breach hereof. In the event that the Master Partner Agreement expires or is terminated, this License Addendum shall also terminate. Section 3 hereof shall survive the expiration or termination of this License Addendum. Upon the expiration or termination of this License Addendum, Partner will, if applicable, return or, in Intapp's discretion, destroy (and certified the destruction of) the Software and all copies thereof and the licenses granted pursuant to this License Addendum shall immediately terminate.



REFERRAL ADDENDUM

This Referral Addendum or “Addendum” is part of the Master Partner Agreement. Capitalized terms not otherwise defined in this Referral Addendum shall have the meanings set forth in the Master Partner Agreement. To the extent there is any conflict between the provisions of the Master Partner Agreement and this Referral Addendum with respect to the subject matter herein, this Referral Addendum shall prevail.

- 1. INTERPRETATION; APPOINTMENT AND AUTHORITY OF PARTNER.** This Referral Addendum only applies if Intapp designates Intapp Products and a Market in the applicable Order Form. Notwithstanding anything in the Agreement to the contrary, Intapp may update the applicable Order Form (or the Intapp Products and Market(s) relating thereto including, (i) adding Intapp Products and/or Market(s) by sending a Change Order and/or (ii) removing Intapp Products and/or Market(s) in writing including by email) from time to time in its sole discretion. Subject to the terms and conditions set forth herein, Intapp hereby grants Partner the non-exclusive right to promote and market the Intapp Products to Prospects of such Intapp Products in the Market (as set forth in the applicable Order Form). During the term of this Addendum, Partner shall promote the Intapp Products and identify potential End Users in the Market to Intapp (“**Prospects**”), all as set forth herein. Intapp shall, in its sole discretion, make or reject sales to Prospects. Nothing herein shall prevent Intapp from altering its Intapp Products offerings or discontinuing the sale of any Intapp Products in its sole discretion. All references in this Referral Addendum to the “sale” or “purchase” (or words of similar import) of Intapp Products shall mean the sale or purchase, respectively, of a subscription to use such Intapp Products. Partner shall not make any representations, warranties or undertakings regarding Intapp Products or on Intapp’s behalf or commit Intapp to sell Intapp Products to any End User. As used herein, “**End User**” means an entity that has a subscription from Intapp, or an authorized reseller of Intapp.
- 2. REFERRAL FORM; FEES AND PAYMENT.** Where Partner identifies a Prospect in the Market, Partner shall submit to Intapp a written referral in substantially the form as noted in the applicable Order Form (a “**Referral Form**”), which submission will be by email to a recipient identified by Intapp. Intapp will verify that the identified Prospect is not a current End User or already-identified prospect of Intapp’s or an Affiliate of such End User or already-identified prospect and shall promptly advise Partner of the Prospect’s eligibility for referral. An eligible Prospect is a “**Qualified Referral**”. If a Qualified Referral enters an agreement for Intapp Products from Intapp (a “**Intapp Customer Agreement**”) within six (6) months of the date of the Referral Form (such purchaser, a “**Referred End User**”), Intapp shall pay Partner a referral fee (as initially set forth on the applicable Order Form and as may be changed by Intapp on written notice (email is sufficient), such new fees, if any, to take effect on the date as determined by Intapp in such notice) based on the Annual Fees paid by the Referred End User for Intapp Products pursuant to a Intapp Customer Agreement (“**Referral Fee**”) in the twelve (12)-month period beginning on the effective date of the Intapp Customer Agreement (“**Referral Period**”). As used herein, “**Annual Fees**” means the subscription fees charged by Intapp for one or more subscriptions granted to the Referred End User for use of one or more Intapp Products for an initial annual term, net of all discounts and allowances, returns, refunds, billing errors and taxes. Annual Fees do not include fees associated with the installation, implementation or configuration of the Intapp Products. Payment by Intapp to Partner of Referral Fees shall be made within sixty (60) days of the end of each calendar quarter in which Intapp Products is purchased by Referred End User during the Referral Period. Any Referral Fee payment made by Intapp in respect of Annual Fees subsequently refunded to an End User for any reason shall be refunded by Partner on request or may be deducted from subsequent Referral Fees.
- 3. TERM.** The term of this Referral Addendum shall begin on the first date Partner is designated as a Referral Partner under the applicable Order Form for purposes of this Addendum and will continue until terminated as provided in this Section 3 or the Agreement. Unless otherwise prohibited by law and without prejudice to the non-breaching Party’s other rights or remedies, either Party shall have the right to immediately terminate this Referral Addendum, without prior written notice, in the event of the other Party’s material breach hereof. In the event that the Master Partner Agreement expires or is terminated, this Referral Addendum shall also terminate. In the event of expiration or early termination of the Master Partner Agreement or this Referral Addendum, Intapp shall pay Referral Fees in accordance with Section 3 hereof in respect of Referred End Users through the end of the applicable Referral Periods; provided that in the event of early termination of the Master Partner Agreement or this Referral Addendum by Intapp for cause, all Referral Periods shall end on the effective date of termination of the Master Partner Agreement or this Referral Addendum, as applicable. Upon expiration or early termination of the Master Partner Agreement or this Referral Addendum, Partner shall (i) destroy all promotional materials created or modified by Partner that refer to the Intapp Products or otherwise use Intapp Logos, and (ii) return to Intapp all unused promotional materials supplied by Intapp.
- 4. PROMOTIONAL EFFORTS.** Partner may, at its own expense, promote and market the Intapp Products, including by advertising in trade publications, participating in appropriate trade shows and distributing information about the Intapp Products to potential customers. Partner shall consult with and obtain the approval of Intapp regarding any advertising or trade practice utilizing Intapp Logos or otherwise might affect the good name, goodwill or reputation of Intapp or the Intapp Products. Intapp reserves the right to review all, and in its sole discretion to reject any, promotional materials created or modified by Partner. Upon Intapp’s election, Partner shall use only those promotional materials supplied by Intapp (as the same may be revised from time to time), which materials Partner shall have the right to use, copy and distribute solely in connection with its promotional efforts hereunder. Partner shall maintain written records of all significant promotional activities by Partner and shall prepare and deliver to Intapp such records as Intapp may reasonably request from time to time. Intapp and Partner shall collaborate on joint promotional activities as agreed from time to time, and shall maintain ongoing communication about products, services, customer prospects and market positioning to develop promotional strategies. Partner shall use its commercially reasonable efforts to achieve any mutually agreed Referral Fees goals.



RESELLER ADDENDUM

This Reseller Addendum or “Addendum” is part of the Master Partner Agreement. Capitalized terms not otherwise defined in this Addendum shall have the meanings set forth in the Master Partner Agreement. To the extent there is any conflict between the provisions of the Master Partner Agreement and this Addendum with respect to the subject matter of this Addendum, this Addendum shall prevail.

1. **INTERPRETATION; DEFINITIONS.** This Reseller Addendum only applies if Intapp designates Partner a reseller of Intapp Products within a Territory in the applicable Order Form. Notwithstanding anything in the Agreement to the contrary, Intapp may update the applicable Order Form (or the Intapp Products and Territory(s) relating thereto including, (i) adding Intapp Products and/or Market(s) by sending a Change Order and/or (ii) removing Intapp Products and/or Territory(s) in writing including by email) from time to time in its sole discretion.

(a) Definitions.

“**Documentation**” shall mean the user manual or other user documentation supplied by Intapp with (or included within) the Intapp Products.

“**Materials**” shall mean technical bulletins, brochures, distribution material, advertising literature and other publications relating to the Intapp Products.

“**Territory**” shall mean only the locations set forth on or designated in the applicable Order Form.

All references in this Agreement to the “sale” of or “selling” of or “reselling of” Intapp Products shall mean, with respect to Software, the sale of a license to use such Software, and, with respect to Cloud Services, an agreement for the provision of the Cloud Services; and all references in this Agreement to the “purchase” of Intapp Products shall mean the purchase of a license to use such Software or the purchase of such Cloud Services.

2. **RESELLER LICENSE.**

(a) Right to Market. During the term of this Agreement, Intapp hereby grants the Partner a non-exclusive right to market, sublicense or resell access to the Intapp Products that Intapp has designated Partner as an authorized reseller of, as set forth in the applicable Order Form, as applicable, in the Territory subject to the terms of this Addendum. All deals involving End Users must be registered by Partner at the Intapp registration link and/or site as may be designated by Intapp from time to time. Partner will not during the term of the Agreement, directly or indirectly, in any individual or representative capacity, engage or participate in or provide services to any business that is competitive with the types and kinds of business conducted by Intapp or its Affiliates.

(b) Intapp Products for Demonstration. Intapp may make access to non-production instances of the Cloud Services available to Partner (sometimes referred to as a “**Sandbox**”) which would be provided at the then current rate charged by Intapp for such Sandboxes. Intapp may make Software available in which event Intapp grants to Partner, a non-exclusive, non-transferable license (without the right of sublicense) to install and use the Software only on computers owned or leased by Partner (while such computers are under Partner’s control). The Intapp Products provided in accordance with this section may be used by Reseller solely for demonstration, training, prototyping, and support purposes.

(c) Limitations on Use. Partner shall not use Intapp Products for any purpose other than as specified in this Addendum nor make the Intapp Products available to unauthorized third parties. Partner may not use the Intapp Products for its internal production use unless otherwise provided by separate agreement. Partner agrees not to cause or permit the reverse engineering, disassembly or decompiling of the Intapp Products. Partner agrees not to market or sell the Intapp Products outside of the Territory.

(d) Ownership. Intapp retains all right, title and interest, including all patents, copyrights, trademarks, trade names, trade secrets and other intellectual property rights in and to the Intapp Products and all derivative works thereof.

3. **END USER ARRANGEMENTS.**

(a) Resale; Subscription Term; Invoicing. Partner will sublicense or resell access to the Intapp Products to End Users pursuant to a written license agreement (the “**End User Agreement**”) containing terms substantially the same as those contained in the Intapp Master Software and Services Agreement, which is located at <http://www.intapp.com/intappterm sandconditions> (“**Intapp MSSA**”). The form of the End User Agreement must be approved by Intapp, and once approved, any material variation to the End User Agreement must be approved by Intapp. The End User Agreement will include a provision naming Intapp as a third-party beneficiary of the agreement. If Partner does not have an End User enter into an End User Agreement or the terms of such agreement have not been approved by Intapp, then Partner shall indemnify and hold Intapp harmless for any costs and damages incurred by Intapp as a result of such failure. The Intapp Products shall be licensed or provided by Partner to End Users on an annual subscription basis, with the initial term and any renewal terms consisting of 12-month periods. Partner shall begin each End User’s initial subscription term on the date of execution of the End User Agreement and shall for the initial 12-month term require payment by End Users of the annual subscription fee for the Software within 30 days of the end of the calendar quarter during which the applicable End User Agreement is signed by End User. For each 12-month renewal term thereafter, Partner shall require payment by End Users of the annual subscription fee for the Software within 30 days of the end of the calendar quarter during which the renewal commences.



(b) **Services and Support.** All implementation, training and consulting services resulting from sales in the Territory by Partner will be performed by Partner directly under a contract between Partner and the End User, unless: (i) Intapp deems it necessary, acting reasonably, that Intapp or its representative provide such services in order to maintain End User satisfaction or to maintain Intapp's reputation, provided that Intapp will only intervene in such circumstances after giving Partner notice and allowing Partner a reasonable time in which to resolve (with Intapp's assistance, for which assistance Partner will pay Intapp at its standard rates) any issues affecting End User satisfaction and/or Intapp's reputation, (ii) the End User requests that Intapp provide services and Intapp is unable, using its reasonable efforts, to convince the End User to allow Partner to provide any such service or services, or (iii) Partner is unable to provide any such services in a timely manner, for example, due to a lack of available trained resources. If Intapp contracts directly with the End User to provide implementation and/or training services, Intapp will consult with Partner and agree on the description and timetable for such services before executing an agreement with the End User for such services. At any time upon reasonable notice to Partner, Intapp may elect to audit the implementation, training and consulting services being provided or that have been provided by Partner to one or more End Users, review Partner's solution design plans and documentation and require reports from Partner regarding such services. Partner will make Support, as that term is defined in the Intapp MSSA, available to End Users directly pursuant to a support agreement containing substantially the same terms as the Intapp MSSA. Partner will perform first level support and Intapp will provide meta/technical support to Partner on an as needed basis.

4. DUTIES OF PARTNER AND INTAPP.

(a) **Promotion, Consultation, Assessment, and Training.** Partner shall, at its own expense, promote the sale and distribution of the Intapp Products and use its best efforts to actively market the Intapp Products. Such promotion and marketing shall include, but not be limited to, advertising the Intapp Products in trade publications, participating in appropriate trade shows and fairs and directly soliciting orders from customers for the Intapp Products. Intapp reserves the right to approve all materials created or modified by Partner prior to its distribution to prospects. Partner shall consult with and obtain the approval of Intapp regarding any advertising or trade practice which might affect the good name, trademarks, goodwill or reputation of Intapp or the Intapp Products. Partner shall assist Intapp in assessing customer requirements for the Intapp Products, including modifications and improvements, in terms of quality, design, functional capability, and other features and any trends or requirements in the market for the Intapp Products. Partner hereby assigns any and all rights in any such assessments to Intapp. During the term of this Addendum, Intapp shall provide to Partner what Intapp deems to be adequate sales and technical training on the Intapp Products, its applications and installation and maintenance training. Some training is required to take place at Intapp's facilities. Partner shall be responsible for its expenses in attending training sessions, including without limitation expenses for travel, food and lodging.

(b) **Quarterly Review of Progress and Records.** Both Parties agree to meet quarterly to review marketing prospects, status of licenses and other general issues. Partner agrees to maintain copies of all End User Agreements and to forward copies of such End User Agreements to Intapp promptly upon entering the End User Agreement. Partner shall maintain accurate books and records pertaining to the distribution of the Intapp Products by Partner together with an accurate list of End Users. Such records may be audited on behalf of Intapp by an independent auditor of Intapp's choice reasonably acceptable to Partner with fifteen (15) working days' notice to Partner. Partner shall maintain records under this Addendum for the term of this Addendum and for at least two (2) years thereafter.

(c) **Fees and Payment; Taxes and Duties; Minimums.** Partner shall invoice End User directly for annual subscription fees for licenses of or subscriptions to the Intapp Products, as well as for all services provided by Partner to End User. Partner shall pay to Intapp the annual subscription fees set forth in the Order Form for all licenses or subscriptions to the Intapp Products granted by Partner to End Users. Such fees will be payable in full within forty-five (45) days of the end of the calendar quarter during which the applicable End User Agreement is signed by the End User and within forty-five (45) days of the end of the calendar quarter in which each renewal occurs thereafter. Partner will provide a copy of each such End User Agreement along with such payment. Intapp reserves the right to increase its annual subscription fees at any time and will provide ninety (90) days advance notice of such increases to Partner. All payments made by either party to the other pursuant to this Addendum shall be made free and clear of and unreduced by any income, withholding, or excise taxes, custom duties, or similar charges, levies or assessments. Partner agrees to make all commercially reasonable efforts to meet the annual sales targets set forth in the applicable Order Form. Intapp reserves the right to terminate this Agreement upon one hundred eighty (180) days' notice if Partner fails to meet such targets and fails to demonstrate commercially reasonable efforts to do so.

5. **MARKETING.** The parties agree that they will work together and maintain ongoing communication about sales leads, products, services and market positioning to facilitate the success of this Addendum. The parties will collaborate on joint sales and marketing activities as appropriate. From time to time, Intapp may create Materials in respect of the Intapp Products that it may provide to Partner. Partner shall have the right to use, copy, translate and distribute the Materials only in connection with Partner's activities under this Addendum and in accordance with Intapp's instructions for use of such Materials.

6. WARRANTIES AND REMEDIES

(a) **Warranty.** Intapp represents and warrants that the Intapp Products shall function substantially in accordance with its Documentation for a period of ninety (90) days following delivery by Intapp hereunder. No other warranties are made and in all cases Section 5 of the Master Partner Agreement shall apply. Partner shall make no representation or warranties to the End Users that are in addition to, or contrary to, the Product's Documentation.

(b) **Limitations of Liability.** In no event shall Intapp's, or its officers', employees', suppliers', directors', parent's, or subsidiaries', liability to Partner arising out of or related to this Addendum, or the licensing, delivery, use or performance of the Products or services provided under this Addendum or any breach of this Addendum, whether based on an action or claim in contract or tort, including negligence, misrepresentation



(whether innocent or negligent), except in respect of fraud, fraudulent misrepresentation, or death or personal injury caused by Intapp's negligence, exceed the fees paid by Partner to Intapp for the Products giving rise to such liability.

In the event that any Intapp Products fail to conform to the warranty set forth in Section 6 (a) above, the exclusive remedy shall be and Intapp shall only be responsible for (i) the correction or replacement of such Product or (ii) the return of any fee paid to Intapp for licensing or access to such Product. In no event whatsoever shall Intapp or its officers, employees or suppliers be liable for loss of profit (whether direct or indirect) and/or for consequential, incidental, indirect, or special damages, including, but not limited to, lost profits, lost reputation, lost revenue, lost data, loss of use, failure to realise expected savings, or other commercial or economic loss of any kind or for any claim against Partner by any other party arising out of or in connection with the licensing, delivery, use or performance of the Intapp Products provided under this Addendum or the services provided under this Addendum or any breach of this Addendum, even if Intapp or its dealer or representative has been advised of the possibility of such damages.

Except for the obligation to pay money, non-performance by either party shall be excused to the extent that performance is rendered impossible by strike, fire, flood, earthquake, governmental act or orders or restrictions, failure of suppliers, or any other reasons where failure to perform is beyond the control and not caused by the negligence or default of the non-performing party. In the event of any of the above circumstances occurring, the part suffering such performance failure shall promptly notify the other party in writing advising a date of expected resolution.

7. **TERM AND TERMINATION.** The term of this Reseller Addendum shall begin on the first date Partner is designated an authorized reseller by Intapp under the applicable Order Form for purposes of this Addendum and continue until terminated as provided in this Section 7. In the event that the Master Partner Agreement expires or is terminated, this Reseller Addendum shall also terminate. If either party materially breaches any of the terms or conditions of this Addendum, then the other party may give written notice to the breaching party of the breach and of the remedy for such breach required, and if such breach is not cured within thirty (30) days of receipt of such notice, then the non-breaching party may terminate this Addendum immediately upon notice; provided, however, that such termination shall be in addition to all other remedies available at law and this Addendum and the licenses granted hereby shall terminate immediately upon a material breach of the restrictions on use contained in Section 2 or of the obligations of confidentiality contained in Section 4 of the Master Partner Agreement. For purposes of this Section 7, a change of control affecting Partner shall, at Intapp's election, be deemed a material breach of this Agreement. The provisions of Sections 4, 6, 7, 8, and 9 shall survive the termination of this Addendum for any reason. All Software Licenses and access to Cloud Services properly granted by Partner shall also survive termination of this Addendum. Except as expressly provided above, all other rights and obligations of these parties shall cease upon termination of this Addendum.

Upon termination or expiration of this Addendum for any reason, Partner shall return all copies of the Software, Intapp Confidential Information, Materials, and Documentation in its possession to Intapp, and cease to represent itself as an authorized reseller of the Intapp Products and cease to use all of Intapp's Logos. In addition, Partner shall inform all its End Users in writing with fifteen (15) days of such termination, and immediately pay all outstanding fees due to Intapp. Upon termination or expiration of this Addendum, the rights and licenses granted to Partner herein shall cease. In the event that any implementations of the Intapp Product by Partner are in progress at the time of termination or expiration of the Addendum, Partner will, at the request of Intapp, work with Intapp to transition the remaining work to be done to complete such implementation(s) to Intapp (and will forward any pre-payments for such work to Intapp). In addition, Partner will, at the request of Intapp, work with Intapp to transition Support of all Intapp customers created under this agreement to Intapp or Intapp's designee. In the event of expiration of this Addendum or termination by either party in accordance with any of the provisions of this Addendum, neither party shall be liable to the other, because of such termination, for compensation, reimbursement or damages on account of the loss of prospective profits or anticipated sales or on account of expenditures, inventory, investment, leases, or commitments in connection with the business or goodwill of Intapp or Partner.

8. **PRIVACY; END USER DATA.** Partner shall (i) comply with all applicable legal requirements regarding privacy and data protection; and (ii) provide sufficient notice to, and obtain sufficient consent and authorization from, End Users and any other party providing personal data to Partner and Intapp to permit the processing of the data by Partner, Intapp, and their respective Affiliates, subsidiaries, and service providers as contemplated by this Agreement. Intapp may collect, use, transfer, disclose, and otherwise process each End Users' data, including personal data, as described in the Intapp MSSA. The security, privacy and data protection commitments made by Intapp only apply to the Intapp Products purchased from Intapp and not to any services or products provided by Partner. Except as Partner and End Users may otherwise agree, Partner shall use End User data only to provide End Users with the Intapp Products and the support services specified in this Agreement and to assist End User in the proper administration of the Intapp Products. Additionally, Partner shall only access and disclose to law enforcement or other government authorities to the extent required by law data from, about or related to End Users, including the content of communications (or to provide law enforcement or other government entities access to such data). If Partner receives a request for End User data either directly from a law enforcement agency or as redirected to Partner by Intapp, then Partner shall redirect the law enforcement agency to request that data directly from End User. If compelled to disclose End User data to law enforcement, then Partner shall promptly notify End User and provide a copy of the demand, unless legally prohibited from doing so. Partner shall require in its agreements with End Users that, as and to the extent required by law, Partner shall notify the individual users of the Intapp Products that their data may be processed for the purpose of disclosing it to law enforcement or other governmental authorities as directed by Partner and shall obtain the users' consent to the same.



SERVICES ADDENDUM

This Services Addendum or “Addendum” is part of the Master Partner Agreement. Capitalized terms not otherwise defined in this Services Addendum shall have the meanings set forth in the Master Partner Agreement. To the extent there is any conflict between the provisions of the Master Partner Agreement and this Services Addendum, the following order of precedence shall apply: (1) Services Partner Addendum, (2) Master Partner Agreement.

INTERPRETATION. This Services Addendum only applies if Intapp designates Intapp Products under the applicable Order Form. Notwithstanding anything in the Agreement to the contrary, Intapp may update the applicable Order Form (or the Intapp Products relating thereto including adding new Intapp Products and/or designations by Change Order and/or removing Intapp Products and/or designations) from time to time in writing (including by email) in its sole discretion.

1. PARTNER OBLIGATIONS.

(a) License; Certification; Reporting. Partner may provide services from time to time directly to End Users relating to the Intapp Products listed under the Services Addendum in the applicable Order Form (“**Partner Services**”). Any agreement(s) with respect to such Partner Services shall be between Partner and the End User. Pursuant to Section 2 of the Master Partner Agreement, Intapp hereby authorizes Partner to use the Intapp Logo “*Intapp Services Partner*” during the term of this Services Addendum provided that (1) all representations and warranties of Partner contained in this Services Addendum are, and will remain during the term of this Services Partner Addendum, true and correct and (2) it meets all of the requirements set out in this Services Addendum (in addition to any requirements for use of any “Intapp Services Partner” designation(s) contained in the Master Partner Agreement) or as otherwise communicated by Intapp. Intapp may refer End Users in need of services to Partner from time to time; however, Intapp shall not be obligated to refer any services to Partner nor shall Partner be obligated to provide any Partner Services to End Users referred by Intapp. Where applicable, in consideration of the license to use the “*Intapp Services Partner*” designation, Partner may only perform Partner Services for the Intapp Products listed in the applicable Order Form and only if Partner solely uses employees and/or contractors who have been certified by Intapp with respect to such Intapp Products to perform such Partner Services. Partner shall be responsible for ensuring that its personnel have any applicable certification level(s) required by Intapp. All associated costs and expenses for such certification, and any additional training, and payment terms pertaining thereto are subject to a separate training agreement between Partner and Intapp. Certification and training shall be at Partner’s sole cost and expense. Partner will report (at least monthly or at such other interval as the Parties may agree) to Intapp regarding its capacity to accept referrals from Intapp for Partner Service opportunities. Partner will also provide status reports (at least monthly or at such other interval as the Parties may agree) to Intapp regarding all Partner Services that Partner provides.

(b) Cooperation; Transition. If Intapp is providing services to an End User with respect to one or more Intapp Products that are related to Partner Services, Partner will coordinate with Intapp and use its best efforts to minimize any disruption to Intapp’s, and, as applicable, the End User’s, normal business operations. If Partner assists an End User with implementing an Intapp Product, then Partner will reasonably cooperate with Intapp to transition the End User from the implementation stage to the production stage including by working with Intapp’s support desk to onboard the End User. At or before the conclusion of all Partner Services involving implementation of Intapp Products, Partner will use its reasonable efforts to ensure that Intapp’s support reporting tool (“**SRT**”), if applicable, is installed and operating with respect to each End User so as to provide support data to Intapp. In all cases, and throughout the term of the applicable Order Form, Intapp reserves the right in its reasonable discretion and upon reasonable notice to Partner, to audit the Partner Services being provided or that have been provided by Partner under this Addendum to one or more End Users. Partner agrees to comply with any requests by Intapp for access to Partner’s or its personnel’s (i) premises, (ii) documentation and/or records, and/or (iii) systems used with or in relation to the Partner Services or Intapp Products.

(c) Intapp Products. Partner represents and warrants that it has no Intapp Products in its custody or control unless such Intapp Products are subject to a current license or subscription between Intapp and Partner. Partner further represents and warrants that it will not use any Intapp Products unless (1) such Intapp Products are subject to a current license or subscription between Intapp and Partner or (2) such Intapp Products are subject to a current license or subscription between Intapp and an End User (but then solely for the purposes allowed under the license or subscription agreement for such Intapp Products and only for the benefit of such End User).

TERM. The term of this Services Addendum shall begin on the first date Partner is designated a services Partner by Intapp under the applicable Order Form for purposes of this Addendum and continue until terminated as provided in this Section. Unless otherwise prohibited by law and without prejudice to the non-breaching Party’s other rights or remedies, either Party shall have the right to immediately terminate this Services Addendum, without prior written notice, in the event of the other Party’s material breach hereof. In the event that the Master Partner Agreement expires or is terminated, this Services Addendum shall also terminate. Intapp may terminate this Services Addendum and/or the applicable portion of the Order Form for convenience upon thirty (30) days’ written notice to Partner.



SUBCONTRACTOR ADDENDUM

This Subcontractor Addendum or “Addendum” is part of the Master Partner Agreement. Capitalized terms not otherwise defined in this Subcontractor Addendum shall have the meanings set forth in the Master Partner Agreement. To the extent there is any conflict between the provisions of the Master Partner Agreement, this Subcontractor Addendum and/or an SOW (as defined below), the following order of precedence shall apply: (1) Subcontractor Addendum, (2) Master Partner Agreement, (3) SOW.

INTERPRETATION. This Subcontractor Addendum only applies if (i) Intapp designates Intapp Products under the Subcontractor Addendum in the applicable Order Form or a Change Order. Notwithstanding anything in the Agreement to the contrary, Intapp may update the applicable Order Form (or the Intapp Products relating thereto including adding new products and/or designations by Change Order) from time to time in writing (including by email) in its sole discretion.

1. **PROVISION OF SERVICES.**

(a) Statements of Work. Partner shall perform the services described in one or more statements of work (“**SOW**”) executed by the parties from time to time (the “**Services**”). Each SOW shall be considered to be attached to this Subcontractor Addendum and incorporated by reference into this Subcontractor Addendum. A SOW may only be modified through the change order process set out in Section 1(d) below or as otherwise agreed in writing by the parties. Any terms and conditions on Partner’s quotation, acknowledgement, invoice or similar document which conflict with the terms of this Subcontractor Addendum or an SOW are deemed superseded by this Subcontractor Addendum or the SOW. Partner is only authorized to perform Services for the Intapp Products listed in the applicable Order Form. Partner will use its best efforts to minimize any disruption to Intapp's, and, as applicable, its End User’s, normal business operations at all times while performing Services hereunder. Intapp (and/or its End User) will only provide working space, resources and materials if specified in a SOW. Partner may not utilize subcontractors to perform the Services unless Intapp has provided its prior written consent or unless utilization of subcontractors is expressly permitted by the applicable SOW. If subcontractors are permitted, Partner shall be responsible for ensuring the performance of such subcontractor and for all acts and omissions of such subcontractor as if they were Partner’s own. Intapp may, from time to time, request changes in the scope of Services to be performed. Such changes, including any increase or decrease in the amount of Partner’s compensation, which are mutually agreed upon by Intapp and Partner, will be incorporated into written change orders to the applicable SOW.

(b) Deliverables. Within a reasonable time after the receipt of any deliverable that is specified in and/or results from the Services (a “**Deliverable**”), Intapp or its End User shall review the Deliverable in accordance with such procedures as Intapp reasonably considers suitable or as otherwise agreed by the parties. In the event that a Deliverable does not conform to the applicable SOW or this Addendum, Intapp shall inform Partner, who agrees to correct or revise the Deliverable as promptly as reasonably practicable at no additional cost to Intapp.

2. **PROPRIETARY RIGHTS.** Partner hereby agrees that any Deliverable, including any intellectual property rights therein or related thereto, which are created by Partner for Intapp as part of the Services are specially ordered or commissioned by Intapp as works made-for-hire (as defined in the U.S. Copyright Act of 1976) and Intapp shall own all right, title and interest therein and thereto, excluding any of Partner’s pre-existing proprietary materials contained in any such Deliverable that are explicitly identified as owned or licensed by it either in the applicable SOW or in the applicable Order Form to this Addendum (collectively “**Pre-Existing Materials**”). If any such Deliverables are not considered works made-for-hire, Partner hereby grants, transfers and assigns all of its rights, title and interest in such Deliverables to Intapp, excluding Pre-Existing Materials. To the extent that any Pre-Existing Materials owned or licensed by Partner are contained in the Deliverables, ownership of such Pre-Existing Materials shall remain with Partner and Partner hereby grants Intapp a worldwide, nonexclusive, paid-up, perpetual, royalty-free right and license, with right of sublicense, to use, execute, reproduce, display, modify and prepare derivative works of such Pre-Existing Materials, as well as to authorize others to do any or all of the above. Partner agrees to perform all lawful acts and execute such further instruments as Intapp may request to establish, maintain or protect the rights defined in this Section 3. Notwithstanding any Pre-Existing Materials being explicitly listed in the applicable Order Form, such items being listed is not an acknowledgement that Partner owns such Pre-Existing Materials and Intapp is not estopped from challenging the validity of any ownership or other rights Partner represents it has in such Pre-Existing Materials.

3. **PRICING, INVOICING AND PAYMENT.** Intapp agrees to pay Partner for Services at the rate set forth in the applicable SOW. Unless otherwise specifically permitted in this Subcontractor Addendum, there is no additional charge to Intapp for Partner to perform its obligations or for Intapp to exercise its rights under this Subcontractor Addendum. All invoices for work performed are subject to Intapp's approval; such approval will not be unreasonably withheld. Unless otherwise agreed in a SOW, Partner will invoice Intapp monthly for Services performed during the immediately preceding month. Payment of undisputed invoices is due forty-five (45) days from Intapp’s receipt of a valid invoice rendered in accordance with the applicable SOW and this Subcontractor Addendum. Notwithstanding the foregoing, all claims for money due or to become due to Partner from Intapp shall be subject to deduction by Intapp for any setoff or counterclaim arising out of this Subcontractor Addendum or applicable SOW. Unless otherwise provided in a SOW, Partner is responsible for all of its expenses related to



its performance of Services. If Intapp agrees in a SOW to reimburse Partner for reasonable and documented out-of-pocket expenses, such expenses must be incurred in accordance with Intapp's applicable expense guidelines, a copy of which will be provided to Partner upon request. Partner will log time (hours) via Intapp Time application (hours to be entered and approved weekly).

4. **TERM AND TERMINATION.** The term of this Subcontractor Addendum shall begin on the first date Partner is designated as subcontractor by Intapp under the applicable Order Form or the date of the initial SOW, whichever is earlier, and will continue until terminated as provided in this Section 4. Unless otherwise prohibited by law and without prejudice to the non-breaching Party's other rights or remedies, either Party shall have the right to immediately terminate this Subcontractor Addendum, without prior written notice, in the event of the other Party's material breach hereof. In the event that the Master Partner Agreement expires or is terminated, this Subcontractor Addendum shall also terminate. Intapp may terminate this Subcontractor Addendum for convenience upon thirty (30) days' written notice to Partner. Either party has the right to terminate a SOW if the other party materially breaches any representation, warranty or covenant made by it hereunder or otherwise fails to perform any of its material obligations hereunder which breach or failure has not been cured within 30 days after receipt of written notice of default from the non-breaching party. Notwithstanding the foregoing, Intapp may terminate a SOW for any reason, at any time, upon written notice to the Partner, and in the event of any such termination, agrees to pay the Partner for all undisputed Services rendered and expenses incurred in accordance with this Subcontractor Addendum and the applicable SOW through the date of termination. Upon termination or completion of a SOW hereunder, (i) Partner shall promptly return to Intapp any Confidential Information in its possession or control and any records, notes, data, memoranda, models or equipment of any nature which are Intapp's (or any customer's or client's) property or relate to such SOW. Partner shall promptly deliver to Intapp any Deliverable or portion thereof that has been created as of the date of termination or completion. Sections 2, 4, 5, 6, 7, 8, and 9 shall survive termination or expiration of this Subcontractor Addendum.

5. **REPRESENTATIONS, WARRANTIES AND COVENANTS.**

(a) **Services and Deliverables.** Partner shall provide the Services in a professional, workmanlike manner, in accordance with the specifications and guidelines set forth in each SOW and shall comply with all applicable laws and regulations in the performance of its obligations hereunder. Partner further represents, warrants and covenants that (i) upon delivery, the final Deliverable will materially comply with the specifications in the applicable SOW; and (ii) the Deliverables will not infringe or violate the intellectual property rights, proprietary rights or privacy rights of any third party and such Deliverables shall not contain any unlawful matter.

(b) **Open Source; Viruses and Self-Help.** Partner warrants that no Deliverables will contain any Open Source. "Open Source" means any software code that contains or is derived in any manner (in whole or in part) from, any software that is distributed as free software, open source software, shareware (e.g., Linux), or similar licensing or distribution models. Open Source includes, but is not limited to, software licensed or distributed under any of the following licenses or distribution models, or licenses or distribution models similar to any of the following: (i) GNU's General Public License (GPL) or Lesser/Library GPL (LGPL), (ii) the Artistic License (e.g. PERL), (iii) the Mozilla Public License(s), (iv) the Netscape Public License, (v) the Berkeley software design (BSD) license including Free BSD or BSD-style license, (vi) the Sun Community Source License (SCSL), (vii) an Open Source Foundation License (e.g., CDE and Motif Unix user interfaces), and (viii) the Apache Server license. Partner will take reasonable steps to ensure that there will be no Virus contained in any Deliverable provided hereunder at the time of delivery to Intapp, or Intapp's End User, pursuant to the applicable SOW. A "Virus" shall mean code, a character or sequence of characters that is intended to cause damage to or disruption of computer systems that is detectable using commercially available detection systems. Partner warrants that no Deliverable provided hereunder will contain Self-Help Code. "Self-Help Code" shall mean any time bomb, drop dead device, or other software routine designed to disable software with the passage of time or control or direction of Partner.

(c) **Work Permits; Certifications; Background Checks; Training and Personnel.** In the event it is necessary for Partner to obtain visas or work permits for its staff, Intapp will cooperate with Partner by taking all reasonably necessary actions to facilitate Partner's efforts, including providing documentation indicating the nature and location of the work to be performed, the necessity of the work to be performed, and other documentation as may be reasonably required and related to a particular SOW, and posting such notices as may be legally required. Notwithstanding the foregoing, Partner shall ensure that its entire staff will have satisfied all necessary and applicable legal requirements in obtaining such visas or work permits and Partner shall be solely responsible for acquiring all work permits and visas for its staff and Intapp will not be liable for any costs or issues arising from or relating thereto. With respect to Services and where applicable, Partner shall be responsible for ensuring its personnel have the applicable certification as listed in the Order Form. Required Certifications and up-to-date re-certification requirements will be communicated by Intapp and may be updated or modified in Intapp's sole discretion. All associated costs and expenses for such certification, and any additional training, and payment terms pertaining thereto, are the responsibility of Partner. Certification and training shall be at Partner's sole cost and expense. Partner will not permit any of its employees, contractors, agents or other personnel ("**Partner Personnel**") whom has been convicted of a crime of dishonesty, breach of trust or money laundering to provide services under this Subcontractor Addendum. Partner shall provide regular training and reminders (at least annually) to Partner Personnel on the confidentiality requirements involved in the provision of services to Intapp and its End Users.

If Partner has not already performed a criminal background check on each member of Partner Personnel who will provide services to Intapp, or on Intapp's behalf to Intapp's End User, Partner agrees to perform a check on each such member of Partner Personnel before he/she starts providing services (unless Partner advises Intapp that performing a check would violate laws or regulations applicable to



Partner). Any background checks will: identify felony (or legally equivalent) convictions and misdemeanor (or legally equivalent) convictions for offenses based on dishonesty and/or of a monetary or financial nature, including theft, fraud, forgery, counterfeiting or embezzlement, of member of Partner Personnel; and be at Partner's expense and in accordance with applicable laws and regulations. Partner is an independent contractor and is not an agent or employee of, and has no authority to bind, the Intapp by contract or otherwise. Partner will perform the Services under the general direction of the Intapp, but Partner will determine, in Partner's sole discretion, the manner and means by which the Services are accomplished, subject to the requirement that Partner shall at all times comply with applicable law. Neither Partner or Partner's Personnel are employees or agents of Intapp or its Affiliates and all such individuals will for all purposes be Partner's employees or agents. Partner will have the sole authority to hire, fire, direct, control, discipline, reward, supervise and/or terminate Partner Personnel. Partner is responsible for all acts or omissions of Partner Personnel as if it were Partner's acts or omissions. Partner will report as self-employment income all compensation received by Partner pursuant to this Agreement. Partner will not be entitled to receive any vacation or illness payments, or to participate in any plans, arrangements, or distributions by the Intapp pertaining to any bonus, stock option, profit sharing, insurance or similar benefits for the Intapp's employees.

(e) Security; Policies; Compliance with Laws. At all times while Partner Personnel will observe and comply with Intapp's applicable security procedures, rules, regulations and policies (and any security procedures, rules, regulations and policies relating to access or use of an End User's facilities, equipment or network) as Intapp may communicate to Partner from time to time. Partner will maintain and enforce a data security program with reasonable and appropriate technical and organizational measures and computer system security procedures (including those provided by Intapp from time to time) with respect to Intapp's Confidential Information, Services and the systems used to provide such Services (the "**Hosting Systems**", and collectively the "**Security Program**") that ensures protection against accidental or unlawful loss, access or disclosure of Intapp's Confidential Information, (a "**Security Breach**"). The Security Program will not be less stringent than the safeguards provided on Appendix 2 to the Standard Contractual Clauses in the DPA and that complies with ISO 27001 standards, or such other alternative standards as are substantially equivalent ISO 27001. Consultant agrees annual reviews will be performed by independent third-party security auditors to confirm Partner's and the Security Program's compliance with such ISO 27001 standards, or such other alternative standards as are substantially equivalent to ISO 27001. At the conclusion of the audit the auditor will prepare an audit report ("**Report**") and upon Intapp's request, Partner will provide the Report so Intapp can reasonably verify Partner's compliance with its obligations under this Section. Partner shall also complete Company's regular security assessment and due diligence requests through written questionnaires. Partner will notify Intapp in writing of any confirmed or reasonably suspected Security Breach within twenty-four (24) hours after Partner becomes aware thereof and will provide all information and assistance as may be required by Intapp in responding to, rectifying, and settling such Security Breach or events or matters arising therefrom or relating thereto. The Security Program shall be commercially reasonable and prudent for services, systems and data similar to the Intapp's Confidential Information, the Services and Hosting Systems. Partner shall review and, as appropriate, revise the Security Program at least annually or whenever there is a material change in Partner's business practices that may reasonably affect the security or integrity of Intapp's Confidential Information. Partner will promptly rectify any breaches of the Security Program and will periodically (but no less frequently than annually) test the Services for potential security vulnerabilities. Partner represents and warrants that it has implemented and will continue to maintain a commercially reasonable disaster recovery/business continuity plan ("**Business Continuity Plan**") defining its policies, procedures and standards for disaster recovery and business continuity, including procedures for secure management of backups, alternate processing sites and a recovery approach for all systems providing services to Intapp. Without limitation of the foregoing, in connection with any event implicated by the Business Continuity Plan, Licensor shall administer the Business Continuity Plan to achieve a recovery point objective of twenty-four (24) hours and a recovery time of objective of eight (8) hours.

In addition, Partner shall at a minimum encrypt all Intapp Confidential Information in transit and at rest, in each case within the Hosting Systems. In addition to, and not in lieu of any additional obligations under any addenda hereto, the Parties agree that to the extent that Partner processes any data of Intapp's customers or clients 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**") or "**Personal Information**", as defined by the California Consumer Privacy Act (the "**CCPA**"), then the parties agree that they will enter into the data processing addendum (the "**DPA**") found at <https://www.intapp.com/vendor-dpa/v2022-03/> and such 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 or under the CCPA, as applicable. Partner agrees it shall, and shall cause Partner personnel to comply with Intapp's then current policies and codes, including those at www.intapp.com/partnerandvendorpolicies, and any other code(s), policies, and policies as made available by Intapp (collectively, the "**Intapp Policies**"), including as if such obligations under the Intapp Policies pertained to Partner and Partner personnel and/or their activities. Partner will not permit any Partner Personnel, to have access to the Intapp's or End Users' systems through any log-on made available to Partner without the Intapp's prior written consent. In the event that such consent is granted, Partner will notify the Intapp within 48 hours of the date that Partner Personnel no longer require such access for the provision of the services, including upon terminating the employment or engagement of Partner Personnel (such notice to be provided to Askhr@intapp.com or such other recipient as the Intapp may designate). Partner will not permit any Partner Personnel who Partner knows has been convicted of a crime of dishonesty, breach of trust or money laundering, who is ineligible to work in the location where services are to be provided, or who is on the OFAC Specially Designated Nationals List to provide services. Partner represents and warrants that it shall abide by all applicable laws and regulations in the



performance of services and provision of Deliverables. Without limiting the foregoing, Partner shall not directly or indirectly violate any laws and regulations prohibiting the bribery of government officials or private parties, including the U.S. Foreign Corrupt Practices Act and the UK Bribery Act 2010. In no event will the Intapp reimburse Partner for any payments made in violation of any anti-bribery laws or regulations.

In addition to and not in lieu of, any other audit rights or reporting obligations (including with respect to Reports), at any time during the Term and for a period of two (2) years thereafter, Intapp (or its third-party auditor) shall have the right to review and audit Partner, upon no less than twenty (20) days prior written notice, on not more than one occasion in any 12-month period (provided such limitation will not apply, and Intapp or its third-party auditor may audit in each instance of a Security Breach) and during normal business hours with respect to any and all matters that relate to Partner's (including any contractors') compliance with any confidentiality or security terms of this Agreement. The foregoing includes the right for Intapp (or its third-party auditor) to verify the integrity of Confidential Information as well as examine the systems (including any contractors') used to process, store, support, or transmit data or that otherwise relate to the foregoing (including, without limitation, controls, processes, including, without limitation, security, back-up and/or disaster recovery procedures or practices) and well as verify Partner's compliance with the Agreement (including all addenda).

6. **LIMITATION OF LIABILITY.** For purposes of this Subcontractor Addendum only, the Monetary Limit (as defined in the Master Partner Agreement) shall be changed and limited to:
 - i. with respect to Intapp, the amounts payable pursuant to Section 3 of this Subcontractor Addendum; and
 - ii. with respect to Partner, the greater of: \$100,000 or five (5) times the amounts paid or payable by Intapp pursuant to Section 3 of this Subcontractor Addendum.
7. **INSURANCE.** Except as set forth otherwise in the applicable SOW, Partner will maintain, throughout the Term and for a period of 3 years thereafter, adequate insurance to protect Partner and Intapp from the following: (i) claims under workers' compensation and state disability laws; (ii) claims for damages because of bodily injury, sickness, disease or death that arise out of any negligent act or omission of Partner with minimum limits of \$1,000,000 per occurrence; (iii) comprehensive general liability insurance with minimum limits of \$1,000,000 per occurrence; (iv) claims for damages because of injury to or destruction of tangible or intangible property, including loss of use resulting therefrom, that arise out of any negligent act or omission of Partner with minimum limits of \$1,000,000 per occurrence; (v) professional liability insurance with minimum limits of \$1,000,000; and (vi) cyber liability insurance with minimum limits of \$10,000,000 per occurrence/\$10,000,000 aggregate which shall include Internet media, network security, privacy liability, network business interruption, errors and omissions, and cyber extortion. Partner shall name "Integration Appliance, Inc. and any all subsidiaries, including DealCloud, Inc." as additional insureds with respect to commercial general liability insurance. All policies required herein shall be written on an occurrence basis with the exception of professional liability policy which may be written on a claims made basis. All policies must be placed with carriers who have a minimum AM Best rating of A-/VIII or equivalent financial rating. A waiver of subrogation shall be provided to Intapp and any of its subsidiaries or Affiliates with respect to commercial general liability, professional liability, and cyber liability. These coverages and limits are to be considered minimum requirements under this Agreement and in no way limit the liability of Partner. Partner shall provide copies of each policy upon request of Intapp and shall immediately notify Intapp no less than thirty (30) days prior to material change or restrictive amendments to such policies.
8. **RECORD KEEPING.** Partner shall maintain written records of the fees and expenses charged to Intapp for three (3) years after completion or termination of the Services to which they pertain. Upon thirty (30) days' written notice and no more than once per year, Intapp may conduct audits to verify that Partner's time and materials charges and expenses under the Master Partner Agreement are accurate. Audits will be conducted during reasonable business hours. If an audit discloses any discrepancy in invoices for Services, Partner will promptly credit Intapp with the amount of any paid overcharge, or Intapp will promptly pay Partner for the amount of any undercharges, as applicable. If monies owed to Intapp exceed 5% of the total amount paid by it to Partner for the Services, then Partner will pay for the cost of Intapp's audit. Otherwise, Intapp will bear all audit expenses.



PLATFORM ADDENDUM

This Platform Addendum or “Addendum” is part of the Master Partner Agreement. Capitalized terms not otherwise defined in this Platform Addendum shall have the meanings set forth in the Master Partner Agreement. To the extent there is any conflict between the provisions of the Master Partner Agreement, this Platform Addendum and/or an Order Form (as defined below), the following Order Form of precedence shall apply: (1) Platform Addendum, (2) Master Partner Agreement, (3) Order Form.

1. **INTERPRETATION; LICENSE.** This Platform Addendum only applies if (i) Intapp designates Partner a “*Platform Partner*” in the applicable Order Form or a Change Order. Notwithstanding anything in the Platform Addendum to the contrary, Intapp may update the applicable Order Form (or the Intapp Products relating thereto including adding new products and/or designations by Change Order Form) from time to time in writing (including by email) in its sole discretion. Partner wishes to make its products (including data, the “**Data**”), and services (including software as a service applications or platforms (“**Cloud Services**”), application program interface(s) (“**API(s)**”) or in any other format(s) (“**Data File(s)**”) in the manner requested and acceptable to Intapp (the Cloud Services, APIs, and Data Files collectively the “**Delivery Method(s)**”) available to customers on Intapp Platforms. “**Intapp Platform(s)**” means the software or services designated by Intapp from time to time, including its Affiliates software or services. Partner hereby grants to Intapp a limited, non-exclusive, non-transferable (except in accordance with the assignment provisions of the Master Partner Agreement), non-revocable (except for Partner’s termination of this Platform Addendum for Intapp’s material breach in accordance with the termination provisions of this Platform Addendum), royalty free (except for the payments expressly contemplated hereunder), paid up (except for the payments expressly contemplated hereunder), worldwide license to:
 - (i) **Data:** copy, display, download, store, distribute, access and provide access to customers, employees, and Authorized Third Parties. This license is non-sublicensable (except to its Affiliates and Authorized Third Parties).
 - (ii) **Delivery Methods(s):** access, use, upload data into, display, download from, maintain, configure, deliver, integrate (including modifications and derivative works solely to the extent needed or useful in utilizing the Delivery Mechanism for purposes of this Platform Addendum), and to allow customers, employees, and Authorized Third Parties to do the same. For clarity, (i) Intapp is permitted offer the Delivery Method(s) in its provision of services to customers and (ii) the license granted to Intapp is non-sublicensable (except to its Affiliates, as well as its and their customers and Authorized Third Parties; provided that such sublicense does not permit such customers or Authorized Third Parties to resell the Delivery Mechanism).
2. **RESERVATION OF RIGHTS; UPDATES; PROVISION OF DATA AND RESTRICTIONS.** The foregoing rights, as well as all other rights granted to Intapp hereunder also apply to all Intapp Platform(s). Partner reserves all rights not expressly granted to Intapp in this Platform Addendum or in an Order Form. Partner reserves the right to provide Updates to the Delivery Method; provided, however, Partner shall ensure none of the foregoing will depreciate or otherwise lessen the utility of any part of the Delivery Method or use thereof. Partner shall ensure all Updates shall, at a minimum, be consistent with then-existing and released industry standards and Partner shall provide support for all Updates; (ii) no Update will materially degrade the functionality, capabilities or features of the Delivery Method(s) at the time of release of such Update and; (iii) all Updates shall be backwardly compatible with the data structures, databases and system architectures employed with previously installed or utilized versions of the Delivery Methods nor shall such Updates require redeployment of any such data structures, databases, or system architectures. To the extent any maintenance or other work is needed to ensure compatibility or functionality of the Delivery Methods, Partner shall be responsible for all amounts. “**Update(s)**” means fixes, upgrades, patches, releases, and updates. Partner shall make Data available to Intapp and customers. Partner shall deliver the Data to Intapp via the Delivery Method(s). Partner shall ensure the Delivery Method(s) are operational, error-free, uninterrupted, accessible, available, functional, and without degradation throughout the Term of the Platform Addendum. Except for the rights granted and permissions given in the Master Partner Agreement (including this Platform Addendum) or in an Order Form, Intapp shall not knowingly: (a) use the APIs or Cloud Services to transmit viruses, malware or other malicious code, (b) attempt to gain unauthorized access to the APIs or Cloud Services or its related systems or networks, or (c) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Cloud Services in whole or in part (unless permitted by law).
3. **PARTNER INTELLECTUAL PROPERTY; WARRANTIES.** As between the Parties, Partner owns all right, title and interest in and to the Data, including all intellectual property rights therein. To the extent of any Data provided to Intapp, including its Affiliates, and its and/or their customers (collectively “**Provided Data**”), Partner grants to Intapp, its Affiliates, and its and/or their customers, a non-exclusive, perpetual, irrevocable, transferable, sublicensable, fully paid-up, worldwide, right and license to use the Provided Data as set forth herein. Partner represents and warrants to Intapp at all times:
 - (i) Partner owns or has the necessary rights to the Data including to grant the licenses hereunder;
 - (ii) the Partner Materials do not (and will not) contain Malicious Code;
 - (iii) all Partner Materials will conform to the Documentation in all material respects during the Term; and
 - (iv) any open source software used or incorporated in any Partner Materials or other materials, code, or information provided will not create, or purport to create, obligations that (a) grant, or purport to grant, to any third party any rights to or in



any portion(s) of any Partner Materials or other materials, code, or information provided or any of Intapp's, its Affiliates, and its and/or their customer's and/or contractor's intellectual property or intellectual property rights, (b) cause any portion(s) of the Partner Materials and/or other materials, code, or information provided, and or any of Intapp's, its Affiliates, and its and/or their customer's or contractor's intellectual property to become subject to distribution or disclosure under the terms of any open source or similar license, or (c) Intapp or its Affiliates to make any source code (or any part or derivative work thereof) available to third parties under any circumstances.

Partner will use all best efforts to correct any failure in the Partner Materials (or any part thereof) to conform to the warranties herein. "**Partner Materials**" means Data, the Delivery Method(s), and the Interfaces (specifically excluding any intellectual or other property of Intapp (including its Affiliates and third-party licensors)). "**Malicious Code**" means code, files, scripts, backdoors, agents, or programs intended to do harm, including, for example viruses, worms, time bombs, and trojan horses.

4. **INTAPP PRODUCTS AND DATA.** As between the Parties, Intapp owns all right, title and interest in and to the data Intapp submits to the Partner or into the Delivery Method ("**Intapp Data**"). Partner shall not collect, store, generate, or use any meta data and other application data regarding the use or performance of the Delivery Method by end users or based on Intapp Data. In addition to and not in lieu of Section 2 (c) of the Master Partner Agreement, Partner is granted the following license only to the extent the Order Form explicitly sets forth that (a) Partner is an Integration Partner, and (b) Intapp Products are in scope and then only those specific Intapp Products explicitly identified in the Order Form, Intapp provides Partner a nonexclusive, non-assignable, non-transferable, revocable, non-sublicensable limited right to use the Intapp Products on computers owned or controlled by Partner. Partner may use the Intapp Products solely for the purposes of developing, testing and maintaining Interfaces to work with the Intapp Products to transfer information, data and/or content between Partner products and the Intapp Products. Partner may not incorporate all or any portion of the Intapp Products into the Interfaces nor create derivative works of the Intapp Products without Intapp's express prior written consent. Prior to making any Interface available to an End User, and from time to time as may be requested by Intapp, Partner shall provide Intapp with access to, and all reasonable information concerning the Interface including designs and technical documentation. In addition, the Interface may only be used with such Partner Delivery Methods and such end users as explicitly agreed to by Intapp in writing. "**End User(s)**" means a validly licensed end user customer of the Intapp Products. "**Interfaces**" shall mean the methods created by the Partner to provide for the exchange of information, data and/or content between Intapp Products and Partner Delivery Methods. "**Integration Partner**" means a Partner that develops Interfaces and is designated an Integration Partner in the Order Form.
5. **PAYMENTS; TAXES.** Partner shall pay the fees as set forth on the applicable Order Form ("**Fees**") to Intapp. All non-disputed payments shall be made in full within thirty (30) days of the date of invoice. All Fees are in US Dollars. If any payment due to Intapp under this Platform Addendum becomes past due, Intapp may charge Partner a late payment charge equal to the lesser of (a) one and one-half percent (1.5%) per month, compounded monthly, or (b) the maximum rate permitted under applicable law on the past due All amounts payable under this Platform Addendum do not include VAT, sales tax, use tax, withholding tax, foreign export duties or other similar taxes, duties, levies and charges, all of which shall be paid by Partner. Partner shall remit all taxes in accordance with applicable law and is responsible for any fines, fees, or other amounts from failure(s) to do so. Partner will not reduce any fees due to Intapp by any taxes Partner is obligated to pay or withhold. If Intapp has the legal obligation to pay or collect taxes for which Partner is responsible, Intapp will invoice Partner and Partner will promptly pay that amount unless Partner provides Intapp with a valid tax exemption certificate authorized by the appropriate taxing authority.
6. **TERM AND TERMINATION.** The term of this Platform Addendum shall begin on the first date Partner is designated a Platform Partner by Intapp under the applicable Order Form for purposes of this Addendum and shall remain in effect for the initial term specified on the Order Form for the Platform Addendum ("**Initial Term**") and any renewal periods thereof (each, a "**Renewal Term**" and together with the Initial Term, the "**Term**"). Either Party may terminate this Platform Addendum for cause in the event the other Party commits a material breach of this Platform Addendum and does not cure such breach within thirty (30) days of receiving notice thereof from the non-breaching Party. Intapp may terminate this Platform Addendum and/or any or all Order Form(s) on 30 days prior written notice. Upon the expiration or any termination of this Platform Addendum or the applicable Order Form, Partner shall promptly pay Intapp all amounts due or payable. The following sections survive the expiration or termination of the Platform Addendum: 2, 3, 4, 5, 6, and 7.
7. **MISCELLANEOUS.** Partner agrees to maintain complete and accurate records in accordance with generally accepted accounting principles during the term of the Platform Addendum and for a period of two years after the termination or expiration of the Platform Addendum with respect such information reasonably necessary for accurately determining amounts due under the Platform Addendum and/or the applicable Order Form(s), the foregoing collectively "**Records**"). Partner will provide copies of its Records as requested by Intapp from time to time. PARTNER ACKNOWLEDGES AND AGREES: (I) IT IS PARTNER'S SOLE RESPONSIBILITY TO ENSURE THAT AN END-USER OR CUSTOMER HAS AN AGREEMENT OR OTHER RELATIONSHIP WITH PARTNER OR PARTNER'S AFFILIATES FOR PURPOSES OF RECEIVING, ACCESSING, OR USING PARTNER MATERIALS (OR ANY PART THEREOF); AND (II) INTAPP NOR ITS AFFILIATES ARE NOT LIABLE FOR ANY ACTS OR OMISSIONS OF END USERS OR CUSTOMER OR OTHERWISE FOR ANY DAMAGES OR LIABILITIES RELATING TO SUCH END USERS OR CUSTOMERS.