

QorusDocs for DealCloud (TP-01869)

DealCloud Experience seat license (DC-01938)

DealCloud Unlimited seat license (DC-01940)

The following terms and conditions apply to the above products.

## QORUS SOFTWARE

1. Qorus Software. Integration Appliance, Inc. and its affiliated entities (collectively “**Intapp**”) shall utilize Qorus Software, Inc. (“**Qorus Software**” which may be renamed from time to time and which includes its successors and assigns) and its network of personnel to provide software and services (collectively, the “**Qorus Software Offering**”), as well as process Customer Data and other information as further described herein and on <https://www.intapp.com/sub-processors> (the “**Subprocessor Website**”), as a part of or in relation to Intapp’s Products licensed under the OSA (or applicable ordering document). Subject to its agreement with Intapp, Qorus Software is an intended third-party beneficiary of the OSA (or applicable ordering document).

2. Intapp will post a notice of the appointment of any new subprocessor of Customer Data for Products under the OSA (or applicable ordering document), including details of the processing to be undertaken by such subprocessor, on Intapp’s website. Provided that Customer subscribes to notifications from Intapp by providing notice of such subscription to [dpa@intapp.com](mailto:dpa@intapp.com), Customer will receive notice of such posting (which may be delivered to Customer by email). If, within 10 business days of receiving the notice, Customer notifies Intapp in writing of any reasonable objections to the proposed appointment, Intapp will not appoint that proposed subprocessor until reasonable steps have been taken to address the objections raised by Customer and Customer has been provided with a reasonable written explanation of the steps taken.

3. Pricing. Customer acknowledges that pricing for the Qorus Software Offerings is determined in part by Qorus Software and as such, Intapp reserves the right to modify pricing for the Qorus Software Offering for a Renewal Term at any time prior to the Renewal Term and Customer agrees to pay such amounts in the event of a Renewal Term. Intapp will notify Customer of the fees for any Renewal Term approximately sixty (60) days prior to the end of the then-current Term.

4. Retention Period. The Retention Period will be 90 days or such shorter period as requested by Customer as measured from the expiration, cancellation or termination of the OSA. With respect to Data Subjects, if applicable, the Qorus Software Offering does not provide Customer with a means by which the Customer may retrieve, correct, delete or restrict Customer Personal Data to assist it in connection with its obligations under the applicable Data Protection Law, including its obligations relating to responding to requests from Data Subjects, and in such cases Customer must notify Intapp and Intapp will notify Qorus Software.

5. Acceptable Use Policy. In addition to, and not in lieu of, the provisions of the Agreement, Customer shall also comply with the Acceptable Use Policy with respect to Cloud Services and the Qorus Software Offering. The Acceptable Use Policy is included on the “**Support Site**” (which means [www.intapp.com/support/terms](http://www.intapp.com/support/terms)). The Support Website is incorporated herein by reference.

6. Application Data. In addition to, and not in lieu of, the provisions of the Agreement and the other provisions of the OSA, Documentation may be updated from time to time by Intapp or Qorus Software (with respect to the Qorus Software Offering), and Qorus Software may collect Application Data for the purposes of performing its obligations (including providing support), enhancing the Qorus Software Offering, and enhancing the tools used for the collection of such Application Data. “**Application Data**” means data that Intapp or its service providers collect regarding the administration, configuration, Support, use, or performance of the Products. Application Data does not include Customer Data.

7. Support and Availability. No Support terms or service level agreements referenced in the MSA or other parts of the OSA (including the Support Site) will apply to the Qorus Software Offering, including, without limitation, those concerning or relating in any way to availability of services, maintenance, or service credits. The only support and service level agreements for the Qorus Software Offering are as follows:

“**Availability Percentage**” means the percentage of time within a given year in which the Qorus Software Offering is Available, and is computed using the following formula:

$$\text{Availability Percentage} = (\text{Maximum Availability} - \text{Downtime}) \div \text{Maximum Availability} \times 100$$

“**Available**” means Customer is able to log into the Qorus Software Offering and use it in accordance with the applicable Documentation. For the avoidance of doubt, the Qorus Software Offering is Available notwithstanding that (i) performance of the Qorus Software Offering may be degraded or accessible only with the use of a workaround or (ii) any non-core functionality (including Content, application program interfaces, and other services charged to Customer as add-ons) degraded or not available.

“**Downtime**” means amount of time in which the Qorus Software Offering is not Available, beginning when Customer notifies Intapp that the Qorus Software Offering is not Available, and ending the earliest of when Customer is able to log into the Qorus

Software Offering, when the Intapp status page for the Qorus Software Offering shows the Qorus Software Offering is available, or when Intapp notifies Customer that the Qorus Software Offering is Available in the support case system.

**“Emergency Maintenance”** means unplanned maintenance in response to specific events that can or will adversely impact the Qorus Software Offering, including security-related updates or high priority vendor-provided patches. Intapp will use reasonable efforts to notify Customer of Emergency Maintenance as soon as possible.

**“Maximum Availability”** means the total number of minutes in a calendar month.

**“Scheduled Maintenance”** means routine maintenance.

**8. Configuration Requirements and Acceptable Use.** Customers must adhere to any required configurations and use supported platforms as outlined at <https://helpcenter.qorusdocs.com/hc/en-us/articles/208508235-Computer-and-Office-365-Requirements-for-Qorus> in order to be supported. Intapp will use commercially reasonable efforts to provide an Availability Percentage of 99.5% average yearly uptime for the Qorus Software Offering. Downtime does not include instances where Customer is unable to access the Qorus Software Offering as a result of one or more of the following reasons:

- periods of Scheduled Maintenance or Emergency Maintenance;
- Customer’s non-production use of the Qorus Software Offering such as, e.g., testing, evaluation;
- a Force Majeure Event;
- the time required by Intapp to restore a backup of Customer Data;
- use of network connections or telecommunications which are not provided by Intapp, including Downtime proximately caused by Customer’s inadequate bandwidth or any on-premises Software or technology, including any run-time environment;
- any domain name system (DNS) or domain registry issues or outages, including malicious attacks, distributed denial of service attacks (DDOS), DNS and registry propagation issues and expirations elsewhere on the Internet that are outside Intapp’s direct control;
- Customer’s breach of the MSSA or the OSA
- Customer’s use of the Qorus Software Offering in a manner inconsistent Qorus Software’s published documentation or guidance;
- Customer’s use of the Product after QorusDocs advised Customer to modify its use of the Qorus Software Offering, if Customer did not modify its use as advised;
- Acts by persons gaining unauthorized access to the Qorus Software Offering by means of Customer’s passwords or equipment or otherwise resulting from Customer’s failure to follow appropriate security practices; and
- Hackers or virus attacks.

Customer must notify Intapp while experiencing Downtime, and in no event later than 24 hours after first experiencing Downtime. Customer’s notice must provide sufficient detail to enable Intapp to replicate the problem(s) Customer is experiencing. Customer will notify Intapp of Downtime by opening a ticket at the customer support portal. Except as otherwise set forth on the Support Website, Intapp will use reasonable efforts to respond to Support requests within two business hours. Support business hours are set forth on the Support Website. No service credits or other refunds are offered with respect to the Qorus Software Offering or the OSA.

**9. Infrastructure Responsibility.** The network and end-user workstation infrastructures onto which the Product is installed are Customer’s responsibility. Customer is responsible for the troubleshooting and remediation of issues on the network and workstation infrastructures onto which the Qorus Software Offering is installed or utilized.

**10. Additional Terms.** Notwithstanding anything to the contrary in the OSA or the master agreement to which the OSA is governed by, in the event that Intapp is no longer able to provide or offer the Qorus Software Offering during the term of the applicable ordering document, Customer’s only termination right will be with respect to the Qorus Software Offering (**“Qorus Offering Termination”**) and the remainder of the order document (including any other products or services set forth therein) will continue in accordance with the terms of such ordering document. Solely with respect to the Qorus Offering Termination, and as Customer’s sole and exclusive remedy, Intapp will refund the pro rata portion of the fees for the Qorus Software Offering applicable to the period following the effective date of termination.