MASTER SUBSCRIPTION AND SERVICES AGREEMENT

1. Construction, Definitions.

1.1 Construction. This Master Subscription and Services Agreement (the "**Agreement**") sets forth the terms and conditions governing each Order and Sale Agreement ("**OSA**") and Statement of Work ("**SOW**") between Integration Appliance, Inc. ("**Intapp**") and the party executing such OSA or SOW ("**Customer**").

1.2 Definitions.

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

1.2.2 "Application Data" means data that Intapp or its service providers collect regarding the administration, configuration, Support, use, or performance of the Products for the purposes of performing its obligations under the Agreement, enhancing the Products, and/or enhancing the tools used for the collection of such Application Data. Application Data excludes Customer Data.

1.2.3 "Authorized Third Party(ies)" has the meaning provided in Section 12, and to the extent consistent with such meaning, includes Customer's Affiliates.

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

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

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

1.2.7 "Customer Data" means any data Customer uploads into the Cloud Services to process (including any personally identifiable information) whether stored in the Cloud Services or as represented in outputs of the Cloud Services hosted therein, such as in a report. Customer Data excludes intellectual property of Intapp, its Affiliates, or its third- party licensors. Customer Data is "Confidential Information" of Customer. All right, title and interest in Customer Data remains with Customer.

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

1.2.9 "Documentation" means the Intapp user guides made available by Intapp in the Support Portal describing the standard functionality of the Products. Intapp may update such Documentation from time to time.

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

1.2.11 "Force Majeure Event" means any event that results from any cause beyond a party's reasonable control, including acts of God, labor disputes or other industrial disturbances, electrical or power outages, utilities or other telecommunications failures, earthquakes, storms or other elements of nature, blockages, embargoes, riots, acts, orders, or laws of governments, or acts of terrorism or war.

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

1.2.13 "Licensed Materials" means Software, Documentation, Content and Deliverables.

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

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

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

1.2.17 "Software" means software provided by Intapp to Customer for implementation by Customer on machines or other devices owned or operated by Customer, including software provided by Intapp via a third-party app store for implementation on Customer's mobile devices. Software does not include Cloud Services.

1.2.18 "Support" means the services that Intapp provides, as part of the subscription fee, as described in Section 5.

1.2.19 "Support Portal" means support.intapp.com/hc.

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

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

1.2.22 "Updates" means revisions to Software and Cloud Services that Intapp provides to Customers from time to time as part of Support.

2. Intellectual Property Rights.

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

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

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

2.4 Ownership of Intellectual Property. Except as otherwise set forth in this Agreement, Intapp grants no other licenses under its intellectual property rights to Customer. Customer acknowledges that there is no transfer of title, ownership, or intellectual property rights of the Licensed Materials, Application Data, or Cloud Services to Customer (except as expressly set in this Section). Customer hereby acknowledges and agrees that title to and intellectual property rights in the Licensed Materials, Application Data, Cloud Services and any copies, modifications, alterations or derivative works thereof, and title to any existing or future copyrights, trade secrets, and other proprietary rights embodied therein shall vest and remain exclusively with Intapp and/or the third-party owners thereof. Customer will not delete or alter any proprietary notices in the Licensed Materials.

2.5 Customer Responsibilities. Customer will use commercially reasonable efforts to prevent the unauthorized use of the Cloud Services (including use of access credentials issued to Customer) and Licensed Materials. Customer shall maintain the security of its access credentials and shall be responsible for acts, omissions or breaches hereunder by any individuals using Customer's access credentials. Customer will notify Intapp promptly of any unauthorized access to or use of the Cloud Services. Customer will not permit direct or indirect access to or use of any Cloud Services or Licensed Materials in a way that circumvents a usage limit set forth on the OSA.

3. Availability of Cloud Services. Intapp will make the Cloud Services available as set forth in the "**Availability Schedule**" as published as of the Effective Date at intapp.com/product-terms/availability-schedule-standard, which shall be incorporated herein by reference. Some Cloud Services may be available in a sandbox instance solely for development and testing in an isolated environment (a "**Sandbox**") at Customer's request. Applicable terms regarding the provision of a Sandbox are available on the Support Website.

4. Customer Data.

4.1 Intapp Responsibilities.

4.1.1 Location of Customer Data. If Customer's address in the OSA is in (i) Europe (including the United Kingdom), the Middle East or Africa, Customer Data will be stored at rest in Europe, (ii) North or South America, Customer Data will be stored at rest in North America, and (iii) Asia/Pacific region, Customer Data will be stored at rest in the Asia/Pacific Region, except in each case, to the extent that certain Cloud Services use sub processors set forth in the locations specified in the list of subprocessors found at intapp.com/sub-processors.

4.1.2 Protection of Customer Data. Intapp will document and maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Customer's Confidential Information, including Customer Data. Those safeguards include measures for preventing access to or use, modification or disclosure of Customer Data by Intapp personnel (including contractors) except (i) to provide the Cloud Services and to prevent or address service or technical problems, (ii) as compelled by law in accordance with the confidentiality provisions set forth in the Agreement, or (iii) as Customer expressly permits in writing. Additional security obligations are set forth at intapp.com/product-terms/securityexhibit as may be updated from time to time hereafter with such updates not to be materially detrimental to Customer's use of the Cloud Services in the aggregate (the "**Security Terms**"), which are incorporated herein by reference.

4.1.3 Customer Data Retention. A copy of Customer Data will be available to Customer during a "**Retention Period**" following expiration or termination of the applicable OSA. The Retention Period will be 90 days, or such shorter period as requested by Customer. Customer Data will be deleted (except as required by law or to the extent stored in backup copies) at the end of the Retention Period.

4.1.4 Intapp as Data Processor. Capitalized terms not otherwise defined in the Agreement or the DPA (as defined below) shall have the meanings provided in the applicable Data Protection Law. To the extent that Customer uses the Cloud Services to Process Customer Data and that Customer Data includes Customer Personal Data subject to Data Protection Law, then the parties agree that the data processing addendum found at intapp.com/dpa/ (the "**DPA**") shall (i) be incorporated herein by reference and form part of this Agreement and (ii) govern the processing and storage of such Customer Personal Data.

4.2 Customer as Data Controller. Customer shall comply with applicable law in the collection and maintenance of any personal data contained in Customer Data, including establishing a lawful basis for the processing of the personal data of any person whose identity is included in Customer Data (a "**Data Subject**"). If a Data Subject requests or requires deletion of such data, Customer assumes the responsibility for deleting the data pertaining to the Data Subject.

5. Support.

5.1 Generally. Intapp shall perform all Support services in accordance with the Support Website. Customer may request assistance from Intapp for problems with the Products by contacting Intapp's Support desk electronically or by telephone. Customer's Support Contacts (as defined below) will coordinate all requests to Intapp for Support. "**Support Contacts**" are persons who have been trained in the use of the Products. Customer must provide Intapp with such information as reasonably requested by Intapp to enable Intapp to reproduce Customer's reported problems. Except as set forth on the Support Website, Intapp will use commercially reasonable efforts to respond to Support requests within two business hours. Support business hours are set forth on the Support Website. Notwithstanding any term to the contrary in the Agreement for the Initial Term of the first OSA entered hereunder (the "**Initial OSA**"), Intapp shall perform its obligations with respect to Support services in accordance with the most recently published version of the terms of the Support Website prior to the execution of the Initial OSA or the then- current version of the Support Website, whichever is more beneficial to Customer; provided that in the event that any OSA is renewed (including the Initial OSA) or for additional OSAs entered after the Initial OSA (each, a "**Subsequent OSA**"), Intapp shall perform its obligations with respect to Support services for the applicable Product in accordance with

terms for Support then posted at the Support Website as of the date of such renewal or execution of such Subsequent OSA, as applicable, and such terms shall be incorporated herein.

5.2 Cloud Services Support and Backups. Intapp will use commercially reasonable efforts to correct reported reproducible failures of the Cloud Services to conform to the Documentation by periodically implementing Updates to the Cloud Services during the Term. Applicable terms regarding maintenance of the Cloud Services, including maintenance windows, are set forth on the Support Website. Intapp shall be responsible for backup of the Customer Data as reasonably necessary to provide the Cloud Services and as further described in the Security Terms.

5.3 Software Support and Backups. Intapp will provide Support for the then-current Update of the Software and for the longer of (i) the two most recent prior Updates, or (ii) 12 months from Intapp's release date of the then-current Update (each a "**Supported Release**"); provided, however, that with respect to mobile application Software, the Supported Release shall be the then-current release. Intapp will use commercially reasonable efforts to correct reported reproducible failures of Supported Releases of the Software to conform to its Documentation by periodically making Updates available to Customer during the Term. Intapp may deliver Updates automatically. For Updates that are not delivered automatically, Customer shall download, install and configure Updates. If Customer fails to install Updates in accordance with this Section and no longer operates a Supported Release, Intapp may at its option discontinue or separately charge for Support on a time- and-materials basis. Customer is responsible for providing its own backup for data processed with the Software.

6. Services.

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

7. Term and Termination.

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

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

7.3 Effect of Non-Renewal or Termination. Upon expiration or termination of an OSA, Intapp's obligation to provide Support, and all rights to use Cloud Services (except as provided in Section 4.1.3 with respect to the Retention Period and transition support) and licenses to all Software, cease as of the effective date of the expiration or termination.

8. Pricing; Payments; Expenses.

8.1 Product Charges. Fees for the Products are based on a license metric stated in the applicable OSA ("**License Metric**"). If the License Metric is based on "Named Users", separate log-in credentials are required for each user and the log-in credentials may not be shared.

8.2 Taxes and Expenses. Fees due for the Products and any Services are specified in the applicable OSA or SOW, as applicable. Fees do not include any taxes, levies, duties or similar governmental assessments of any nature including, for example, value-added, sales, use or withholding taxes assessable by any jurisdiction (collectively, "**Taxes**"). Taxes do not include taxes based on Intapp's net income. Customer shall pay all Taxes associated with fees related to this Agreement and will not reduce any fees due to Intapp by any Taxes Customer is obligated to pay or withhold. Customer shall promptly complete and provide reasonable tax status documentation (including any tax exemption certificate or multi-point use form). If Intapp has the legal obligation to pay or collect Taxes for which Customer is responsible (which shall be based on the address provided by Customer pursuant to the preceding sentence, and if none, then the "ship to" address in each OSA), Intapp will invoice Customer and Customer will promptly pay (or reimburse if already paid by Intapp) that amount unless Customer provided Intapp with a valid tax exemption certificate. In addition to fees and Taxes, Customer shall pay expenses Intapp incurs in providing the Services, but solely to the extent such expenses are expressly (i) set forth on a SOW or OSA, or (ii) approved by Customer in writing in advance of Intapp incurring such expenses.

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

8.4 Fee Adjustments. *This Section 8.4 shall not apply if Customer's License Metric is determined by Named Users.* Customer will provide to Intapp an annual update of the License Metric for Customer and its Affiliates on or before the beginning of each Renewal Term. Intapp reserves the right to charge additional fees arising from any increase in the License Metric over the prior Term for the forthcoming Renewal Term. If Customer merges with or acquires another business, Intapp will, upon closing, have the right to adjust fees for the remainder of the then- current Term to reflect the License Metric for the newly-merged entity and will invoice Customer accordingly.

9. Warranties.

9.1 Products Warranty.

9.1.1 General Warranty. Intapp warrants that the Products will conform to the Documentation in all material respects during the Term. Intapp will use commercially reasonable efforts to correct any failure in the Products to conform to the Documentation during the Term. If the Products fail to conform in all material respects to the Documentation within 90 days of the date that access to the Products was made available to Customer (the "**Refund Period**"), and Intapp does not remedy such failure within 30 days after receiving written notice specifying the failure in reasonable detail, Customer may terminate the non-conforming Product(s) in the applicable OSA and Intapp will promptly refund all fees paid for such non-conforming Product(s). If the Product(s) fail to conform in all material respects to the applicable Documentation after the Refund Period, and Intapp does not remedy such failure within 30 days after receiving written notice specifying the failure in reasonable detail, Customer may terminate the non- conforming Product(s) in the applicable OSA and Intapp will promptly refund the pro rata fees paid for such non-conforming Product(s) from and after such termination. The foregoing are Customer's sole and exclusive remedies for the failure of the Products to conform to the applicable warranty.

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

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

9.3 Compliance Warranty. Each party shall comply with the Data Protection Laws applicable to such party in the performance of its obligations under the Agreement. Intapp is not responsible for ensuring that the Licensed Materials, Products, Services, or Customer's use thereof comply with any laws applicable to Customer's (including any end-

users') business or industry, including any laws resulting from Customer's (including end-users') use in any specific geography.

9.4 Exclusions from Warranties. Intapp will not be responsible for failures to conform to the foregoing warranties to the extent such failure was caused by any of the following (each, an "**Exclusion**"): (i) use of the Products or Licensed Materials in breach of the Agreement; (ii) problems caused by Customer's hardware or software environment; (iii) use of the Products not according to applicable Documentation;(iv) in the case of Software, Customer's failure to install Updates; (v) any Licensed Materials or Cloud Services to the extent that (a) Customer is required to have an agreement with a third party to enable Customer to permissibly access and/or use the applicable third party's products and/or services, and/or (b) certain functionality (as set forth in the Documentation) is dependent on Customer having an agreement with the applicable third party; or (vi) any functionality of features made available to Customer through a standalone component (including application program interfaces or other integrations) which are not supplied by Intapp or are not otherwise licensed to Customer on the OSA as a standalone Product.   Intapp reserves the right to charge for its assistance on a time-and-materials basis for failures that were caused by an Exclusion.

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

10. Infringement Indemnification.

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

10.2 Mitigation Measures. If, in Intapp's opinion, the Licensed Materials or Cloud Services may become the subject of an Action, Intapp may at its election and expense: (i) procure for Customer the right to continue using the Licensed Materials or Cloud Services, (ii) replace or modify the Licensed Materials or Cloud Services so that they become non-infringing, or (iii) if Intapp determines that the actions contemplated by clause (i) and/or (ii) are commercially impracticable, terminate the affected Product and provide a pro-rata refund of the fee equal to the proportion of time remaining in the then-current annual license period.

10.3 Indemnification Procedure. Customer will notify Intapp promptly upon becoming aware of any Action and give Intapp sole control and authority to defend and settle any Action (provided, however, that Intapp will not enter into any settlement or compromise that admits liability on Customer's behalf without Customer's prior written consent). Intapp will not be obligated to indemnify Customer pursuant to Section 10.1 to the extent Intapp is prejudiced by (i) Customer's failure to give Intapp sole control and authority to defend any Action, or (ii) Customer's delay in notifying Intapp of an Action. Customer will provide Intapp reasonable assistance and information to defend such Action. Intapp has no obligation under this Section 10 for Actions resulting from (v) modification of the Licensed Materials or Cloud Services by Customer, (w) combinations of Licensed Materials or Cloud Services by Customer with software or hardware not required for use of the Licensed Materials or Cloud Services in accordance with their Documentation, (x) Content supplied to Intapp or Customer by, or licensed from, a third-party in which Customer has an agreement or other relationship with such third party for the provision or use of the Content, (y) Customer Data or Customer's breach of this Agreement, or (z) to the extent Customer continues the allegedly infringing activity after being notified of modifications that would have avoided the alleged infringement. This Section 10 states Customer's entire remedy and Intapp's entire liability for any claim of intellectual property infringement.

11. Liability.

11.1 Limitation of Liability. Except for:

> (i) death or bodily injury resulting from a party's negligence,
> (ii) the indemnity set forth in Section 10.1,
> (iii) breaches of Sections 2.3 and 2.4,
> (iv) liabilities that cannot be limited by law, and
> (v) Customer's obligation to pay Intapp amounts payable as fees, expenses or taxes,

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

11.2 Exclusion of Certain Damages. Subject in all respects to the exceptions set forth in Section 11.1 (i)-(v), in no event will either party be liable to the other, whether in contract, tort, negligence, strict liability or by statute or otherwise, for any indirect, special, incidental, exemplary, or consequential damages (including damages for loss of profits, loss of business, loss of use, or interruption of business), damages arising from Licensed Materials or Cloud Services provided free of charge or any Exclusion(s), or for the cost of procuring substitute products or services, arising out of or relating to formation or performance of this Agreement, even if the parties have been advised of the possibility of such loss or damage.

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

12. Confidentiality.

Each party (the "**Receiving Party**") understands that the other party (the "**Disclosing Party**") has disclosed or may disclose Confidential Information. "**Confidential Information**" means information relating to the Disclosing Party's Cloud Services, Licensed Materials, Customer Data, technology, clients, or business, including products or services that Intapp may propose to Customer or that Customer may consider. Confidential Information of Intapp includes the terms and conditions of this Agreement and all OSAs (including pricing). Confidential Information of Customer includes Customer Data. The Receiving Party will: (i) not disclose Confidential Information to a third party except in accordance with or to fulfill its obligations under this Agreement, provided that such third parties are bound by written confidentiality obligations at least as protective as those contained herein ("**Authorized Third Parties**"), (ii) use Confidential Information only for the purposes of this Agreement, (iii) give access to such Confidential Information solely to those employees and Authorized Third Parties with a need to have such access for purposes of this Agreement, and (iv) take the same security precautions to protect against the unauthorized disclosure or use of such Confidential Information that the party takes with its own confidential or proprietary information, but in no event will a party apply less than reasonable precautions to protect such Confidential Information. The foregoing will not apply with respect to any information that the Receiving Party can document (w) was or becomes generally available to the public without any action by, or involvement of, the Receiving Party or its Affiliates or Authorized Third Parties, (x) was in its possession or known by the Receiving Party without restriction prior to receipt from the Disclosing Party, (y) was rightfully disclosed to the Receiving Party without restriction by a third party, or (z) was independently developed by or for the Receiving Party without use of or access to any Confidential Information. Nothing in this Agreement will prevent the Receiving Party from disclosing the Confidential Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order except as prohibited by law. Upon expiration or termination of an OSA, Customer will return to Intapp or destroy (and certify such destruction) all copies of the Licensed Materials provided pursuant to such OSA. Subject to Section 4.1.3 with respect to Customer Data, upon expiration or termination of the Agreement, or at such earlier time as requested by the Disclosing Party, the Receiving Party will return to Disclosing Party or destroy (and certify such destruction) all copies of the Disclosing Party's Confidential Information. Notwithstanding the foregoing, Confidential Information may be retained (i) as required by law or regulation, or (ii) to the extent such material is 'backed-up' on the Receiving Party's information management system, provided no access is permitted to the Confidential Information and the Confidential Information is timely destroyed pursuant to the Receiving Party's document retention policy.

13. General Terms.

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

13.2 Governing Law and Notices. Governing law and other dispute resolution procedures, as published as of the Effective Date at intapp.com/product-terms/localterms (the "**Local Terms and Conditions**"), shall be incorporated herein by reference and apply based on Customer's address in the OSA. Except as otherwise set forth herein, all notices will be in writing and delivered in person, by overnight delivery service or certified mail. Notices related to the Availability Schedule or the DPA may be sent to Customer by email, through the Cloud Services, or Support Website. All notices are effective upon receipt.

13.3 Force Majeure. Except for the obligation to pay fees as and when due (except where a failure to pay results from a general or systemic failure of the applicable national banking system), neither party shall be responsible for delays or failures to perform due to a Force Majeure Event.

13.4 Compliance with Sanctions. In the event that either party (including any entities or persons who directly or indirectly cause the direction of the management or policies of such party by ownership or otherwise) is a person, organization, or entity that is, or is located in any country or territory that is, the subject or target of any U.S., United Kingdom or European Union sanctions, this shall constitute a material breach of this Agreement giving rise to a termination right pursuant to Section 7.2.

13.5 Waiver, Severability, Survival. Either party's waiver of, or failure to exercise, any right provided for herein will not be deemed a waiver of any further or future right under this Agreement. This Agreement may not be amended except by a written agreement. If any term of this Agreement is held to be unenforceable or invalid, that term will be enforced to the maximum extent possible and the other terms will remain in full force and effect. Sections 2.3, 2.4, 4.1.3, 7.3, 8.2, 8.3, 9.4, 9.5, 10.1, 10.3, 11, 12 and 13 and the Local Terms and Conditions, as well as any other provision that is necessary to survive expiration or termination to give effect to its intent, will survive the expiration or termination of this Agreement.

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

13.7 Headings and Other Construction. This Agreement has been negotiated and prepared by the parties and their respective counsel and should any provision of this Agreement require interpretation or construing, any rule of construction that a document is to be construed more strictly against one party shall not apply. The headings used in this Agreement are for convenience of reference only and are not to be construed in any way as material terms or be used to interpret the provisions of this Agreement. References in this Agreement to "includes," and "including," are deemed to be followed by the words "without limitation." Intapp's Affiliates may also enter OSAs and SOWs with Customer, which OSAs and SOWs will be governed by this Agreement and in which event references herein to "Intapp" shall be deemed to be such Intapp Affiliate. Customer's Affiliates may also enter OSAs and SOWs with Intapp, which OSAs and SOWs will be governed by this Agreement and in which event references herein to "Customer" shall be deemed to be the Customer Affiliate entering such OSA or SOW.

13.8 Entire Agreement, Counterparts, Order of Precedence. This Agreement (including exhibits attached hereto) constitutes the entire agreement with respect to the subject matter contained herein and supersedes all prior or contemporaneous oral or written agreements concerning such subject matter (including any purchase orders and non-disclosure or confidentiality agreements). This Agreement, and any OSA and SOW hereunder, may only be modified by a written amendment signed by both parties that expressly amends the terms contained therein. This Agreement may be executed in multiple counterparts, which together will constitute one and the same instrument. Except and only to the extent that an OSA amends this Agreement by express reference (and then only as to such OSA), in the event of any conflict between the terms of this Agreement and any OSA or SOW, the following order of precedence applies: (1) Agreement, (2) OSA, (3) SOW.