

PRODUCT TERMS AND CONDITIONS

Capitalized words used in these Product Terms and Conditions (“**Product Terms**”) or the Specific Offering Terms and not otherwise defined herein (or therein) will have the meaning ascribed to them (or such analogous term thereunder) in the governing document(s) (collectively, the “**Governing Agreement**”) between Integration Appliance, Inc. and/or any of its current or future affiliates, including, without limitation, Intapp US, Inc., DealCloud, Inc., and Repstor, Ltd. (each, an “**Intapp Party**” and collectively “**Intapp Parties**”), and your company (“**you**” or “**Customer**”) into which these Product Terms are incorporated.

Specific Offerings. Notwithstanding anything to the contrary and in addition to the terms of the Governing Agreement, Customer hereby agrees to these Product Terms (as may be updated from time to time) in connection with its use of the content, technology, services, deliverables and/or software (each, an “**Offering**” and collectively, the “**Offerings**”) provided by a third-party (each, a “**Supplier**” and collectively, the “**Suppliers**”) or the Intapp Parties. “**Specific Offering Terms**” can be found at the link(s) set forth in Customer’s applicable ordering document for the applicable Offering(s) (each a “**Specific Offering**”). **In the event no Specific Offering is identified on Customer’s applicable ordering document, then no Specific Offering Terms apply.**

Changes to Terms. Notwithstanding anything to the contrary and in addition to the terms of the Governing Agreement, an Intapp Party may update these Product Terms and the Specific Offering Terms from time to time, including as required a Supplier. Notwithstanding the foregoing sentence, any changes to the Specific Offering Terms which concern “Intapp Specific Offerings” (as designated on the applicable terms) during the initial term of an ordering document (“**Initial Order Term**”) that impose a new material obligation on Customer’s use of such Offering or materially limits a material obligation of an Intapp Party (“**Material Changed Terms**”) won’t be binding on Customer during the Initial Order Term; provided in the event that any ordering document is renewed (including after the Initial Order Term) or additional ordering documents are entered into, such Material Changed Terms shall also apply.

Suspension, Termination, Segregation, Cooperation, Warranties, and Liabilities. A Supplier may require an Intapp Party to restrict, suspend, or terminate Customer’s access to the Supplier’s Offering and/or require the segregation or destruction (or return) of any Supplier Offering or part thereof. Customer agrees that Intapp may take such action(s) and Customer shall take such reasonable actions as directed as well as provide reasonable cooperation and assistance to the Intapp Parties in connection with Customer’s use of the Offerings (including, without limitation, providing information concerning Customer’s use of the same in the format requested). Customer acknowledges Intapp may provide Supplier with details of Customer’s usage of, and any suspected breach of any terms relating to, that Supplier’s Offerings.

Notwithstanding anything to the contrary in the Governing Agreement, Intapp Parties are not responsible for any non-conforming warranties to the extent caused by one or more of the following (each, an “**Exclusion**”): (i) any Offering 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 Offering, and/or (b) certain functionality (as set forth in any documentation) of the Intapp products is dependent on Customer maintaining an agreement with the applicable third party; or (ii) any functionality or 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 applicable ordering document as a standalone cloud service.

Notwithstanding anything to the contrary in the Governing Agreement, in no event will any Intapp Party (or its licensors) be liable, whether in contract, tort, negligence, strict liability or by statute or otherwise, for any damages or liabilities resulting from any Exclusion(s) or Offerings provided free of charge, nor will Customer have any rights to terminate the ordering document affected by the same. Notwithstanding anything in the Governing Agreement to the contrary, and subject to the immediately preceding sentence, in the event that Intapp provides Customer a Supplier Offering which is billed on the applicable ordering document as a standalone cloud service or seat license (each a “**Paid For Supplier Offering**”) and Intapp is no longer able to provide or offer such Paid For Supplier Offering during the term of the applicable ordering document, Customer’s only termination right will be with respect to the specific Paid For Supplier Offering (“**Supplier 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 Supplier Offering Termination, and as Customer’s sole and exclusive remedy, Intapp will refund the pro rata portion of the fees for the Paid for Supplier Offering applicable to the period following the effective date of termination.