

## **Exhibit Availability Schedule**

### **1. Definitions**

All capitalized terms used in this Exhibit that are not otherwise defined herein shall have the meaning ascribed to such terms in the document into which this Exhibit is incorporated. For clarity, any updates to this Exhibit published after the “Effective Date” or such analogous term (as defined in the Agreement into which this Exhibit is incorporated) will not apply to Customer or to the Agreement.

1.1 “**Availability Percentage**” means the percentage of time within a given calendar month in which a Cloud Service is Available, and is computed using the following formula:

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

1.2 “**Available**” means Customer is able to log into a Cloud Service and use that Cloud Service in accordance with the applicable Documentation. For the avoidance of doubt, a Cloud Service is Available notwithstanding that (i) performance of the Cloud Service 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.

1.3 “**Downtime**” means amount of time in which a Cloud Service is not Available, beginning when Customer notifies Intapp that a Cloud Service is not Available, and ending the earliest of when Customer is able to log into the Cloud Service, when the Intapp status page for the Cloud Service shows the Cloud Service is available, or when Intapp notifies Customer that the Cloud Service is Available in the support case system.

1.4 “**Emergency Maintenance**” means unplanned maintenance in response to specific events that can or will adversely impact the Cloud Service, 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.

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

1.6 “**Monthly Fees**” means the annual fee paid for the Cloud Services divided by the number of months in the then-current Term.

1.7 “**Scheduled Maintenance**” means routine maintenance. Intapp will notify Customer of Scheduled Maintenance for the applicable Cloud Services in accordance with the maintenance schedule at [status.my.intapp.com](https://status.my.intapp.com).

1.8 “**Service Credit**” means the percentage of the Monthly Fees set forth in Section 4 below.

### **2. Availability Commitment**

Intapp commits that the Availability Percentage of the Cloud Service will be at least 99.5 percent in a given month.

### **3. Customer’s Obligations**

3.1 To be eligible for Service Credits, 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 may subscribe to updates at [status.my.intapp.com](https://status.my.intapp.com) and updates regarding availability related incidents at <https://status.my.intapp.com/history/>.

3.2 Customer will notify Intapp of Downtime by opening a ticket at the customer Support Portal.

### **4. Remedies**

4.1 The remedies set forth in this Section 4 are Customer’s sole and exclusive remedies for Intapp’s failure to meet the committed Availability Percentage.

4.2 If the Availability Percentage is below 99.5 percent in a calendar month for an applicable Cloud Service, Customer may claim a Service Credit of five percent (5%) of the Monthly Fees.

4.3 To be eligible for Service Credits, Customer must claim Service Credits by submitting a claim for the applicable Service Credits to Intapp and include the ticket number received when Customer reported the Downtime. Service Credits owed will be applied to future Cloud Service subscription fees.

## 5. **Exclusions**

Downtime does not include instances where Customer is unable to access a Cloud Service as a result of one or more of the following reasons:

5.1 periods of Scheduled Maintenance or Emergency Maintenance (except to the extent that such Emergency Maintenance was caused by Intapp's breach of the Agreement);

5.2 Customer's non-production use of a Cloud Service such as, e.g., testing, evaluation;

5.3 a Force Majeure Event;

5.4 the time required by Intapp to restore a backup of Customer Data (except to the extent that the need to restore a backup of Customer Data was caused by Intapp's breach of the Agreement);

5.5 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;

5.6 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: or

5.7 Customer's breach of the Agreement.