

**Intapp Prime** (GE-00990)**Intapp Prime Premium Support – Fixed Fee** (GE-01947)**Intapp DealCloud Prime** (DC-01652)**Intapp Prime Premium Support – Fixed Fee (Recurring Credit)** (GE-01947)

The following terms and conditions apply to the above products.

**PRIME SERVICES – TERMS AND CONDITIONS**

1. Prime Services shall mean, subject to the exclusions set forth below, Services provided to Customer that are limited solely to (a) Intapp Products subscribed to by Customer and (b) the total number of hours not to exceed the Hour Block.
2. Prime Services shall not be available for any Services (a) related to any pilot deployments or subsequent post-pilot deployment work, (b) that require, are part of, or otherwise subject to a separately signed Statement of Work, (c) related to business consulting (provided by “Intapp Strategic Consulting”), (d) related to Open Text or Legal Key software or services, (e) onboarding new teams (unless agreed otherwise between the parties), (f) new reports using excel and VBA code (unless agreed otherwise between parties), and/or (g) are otherwise indicated by us that are not available for Prime Services.
3. For the purposes of interpretation, Prime Services shall be considered Services.
4. Customer will work through its assigned Account Management team (if applicable) or the Prime team directly to request Prime Services associated with this package. The Account Management team and/or Prime team will then work with the Customer to ensure understanding on Prime Services needed to provide an estimate before starting work for each effort (if effort is estimated at over 4 hours of effort).
5. Customer shall provide two (2) approved users who can submit and authorize requests for Prime Services including contact details for all notifications and reporting.
  - a. Customer must include the email address and phone number of each such authorized user.
6. Customer has purchased a total Hour Block (as defined in the OSA) for Prime Services in an amount indicated in the OSA.
7. One (1) hour of the Hour Block will be allocated to Intapp’s Prime Coordinator in support of project-related tasks and activities
8. Unless otherwise expressly set forth in the OSA, the Hour Block expires on the earlier to occur of (a) twelve (12) months from the OSA Effective Date (the “Expiration Date”) or (b) use of the entire Hour Block. Any hours not used by the Expiration Date will expire and be forfeited.
9. If Services are required beyond the Expiration Date or for hours that shall exceed the Hour Block, a new Order and Sale Agreement must be signed for additional Services under the Prime Services program.
10. Customer may request Prime Services through Intapp Prime. Intapp will use commercially reasonable efforts to assign an appropriately qualified resource within a reasonable timeframe; however, all staffing timelines are subject to resource availability. Upon assignment, the resource will coordinate with Customer to commence the Services. If Customer does not respond or otherwise engage within two (2) weeks following resource assignment, or during the engagement, Intapp may remove the assigned resource from the engagement without further obligation. If Customer subsequently requires the Services, Customer must submit a new request through Intapp Prime, and any resource assignment will be subject to availability at that time. Once a task is completed, Customer shall not contact or attempt to engage any Intapp resource directly outside of the Intapp Prime request process. Any additional or new services require submission of a new request through Intapp Prime to enable resource allocation.
11. Prime Services are billed in 15-minute increments and partial increments are rounded up to the next 15-minute increment. Any Customer request for Services provided under Prime Services estimated at less than four (4) hours of effort will be assumed to be automatically approved by the Customer and the services will commence without further approvals or consents. Such work will be applied against the Prime Services Hour Block.
12. For any request estimated at more than four (4) hours of effort, Customer will be provided with an estimate to complete the request and will email that effort to the authorized Customer contacts. Such effort estimates are not to be considered fixed rates or fees. Work shall not commence until the authorized Customer contact has provided written approval for the work to begin.
13. Commercially reasonable efforts will be used to respond to all inquiries within two (2) U.S. business days of the request being logged.
14. The Hour Block rate is available solely for Services to be provided under the Prime Services program within US standard business hours (9 am – 5pm EST/GMT). Any requests for Prime Services outside of standard business hours (including weekends) shall not be

considered part of the Hour Block and will be subject to non-standard Services hours policy. The non-standard hourly rate is 1.5 times the standard hourly rate.

**15.** Customer acknowledges that all Prime Services available under the Hour Block are to be delivered remotely, unless otherwise mutually agreed in writing by the parties. Should on-site work be agreed upon in writing by the parties, a minimum of two (2) business weeks advanced notice is required to schedule resources, and commercially reasonable efforts will be made to accommodate Customer’s scheduling request. Such on-site work is not eligible for Prime Services and could potentially be billed at a higher rate to Customer.

**16.** Travel expenses are not included. If travel is needed for any Customer requests, that travel will be pre-approved by Customer.

**17.** Intapp reserves the right to use contract resources in roles it deems appropriate.

**18.** Unless otherwise expressly set forth in the OSA, the following are the current rates that will apply for Prime Services.

Role	Standard Hourly Rate			
	USD	GBP	EUR	AUD
All Prime Services Resources	\$300.00	£240.00	€290.00	\$365.00