



Intapp Artificial Intelligence Addendum

1. Definitions.

All capitalized terms used in this Addendum that are not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement to which this Addendum is incorporated.

"AI" means machine learning, large language models, and/or artificial intelligence applications and algorithms, as applicable.

"AI Agent(s)" means Gen AI Tool(s) designed to autonomously or semi-autonomously perform tasks, make recommendations, or take actions or achieve pre-determined goals.

"AI Services" means the applicable AI used within the applicable Cloud Services subscribed to under an OSA.

"Applicable Gen AI Law" means Applicable Laws (as defined in the DPA) applicable to Intapp as a provider of Intapp's Gen AI Tool(s).

"Configurable AI Agent(s)" AI Agent(s) that are configurable by, at the direction of, or for Customer.

"Customer Fine-Tuned Model" means an AI model requested by Customer that is beyond that of the Underlying Artificial Intelligence Model(s).

"Gen AI Tool(s)" means a subset of AI Services utilizing large language models and other generative artificial intelligence tools specifically designed to: (a) mimic human creativity to produce content (i.e., text, images, audio, and video); and/or (b) autonomously or semi-autonomously act to take actions or achieve pre-determined goals with minimal human intervention.

"Inputs" means Customer Data uploaded to the AI Services by Customer for the purpose of creating an Output.

"Outputs" means, collectively, the results and outputs of the AI Services.

"Underlying Artificial Intelligence Model(s)" means the applicable AI model(s) deployed in the normal provision of the Cloud Services.

2. **AI Services.** Customer acknowledges the Cloud Services to which it has subscribed under the applicable OSA may include AI Services. For clarity, where AI Services are part of the Cloud Services in which Customer has subscribed, the terms and conditions of the Agreement with respect to "Cloud Services" govern to the extent applicable to the AI Services included therein, including those terms and conditions concerning warranties, indemnities, security, privacy, and limitations of liability with respect thereto. Information about the specific Cloud Services to which Customer has subscribed is set forth in the Documentation. Use of the AI Services is subject to the terms of the Agreement, including [Intapp's Acceptable Use Policy](#) which is incorporated herein by this reference.

3. **Customer Data; Intapp Acquires No Right Title and Interest.** Customer Data constitutes "Confidential Information" of Customer. In accordance with the Agreement:

- (a) except for the right to use the Customer Data in accordance with the Agreement (including to provide the Cloud Services and any AI Services thereunder), Intapp acquires no right, title or interest from Customer or Customer's licensors under this Addendum or the Agreement in or to Customer Data; and
- (b) all right, title and interest in Customer Data remains with Customer.

4. Outputs.

- (a) As between the parties, Intapp will treat Outputs (to the extent stored in the Cloud Services or represented in outputs of the Cloud Services and hosted therein, such as in a report) as Customer Data (to the extent consistent with the definition of the same) where such outputs are derived from Inputs, and except to the extent such Outputs or originating inputs consist of, are derived from, and/or are based on Intapp's (or its Affiliates' or licensors') proprietary rights including its proprietary rights in or to Licensed Materials, Application Data, or the Cloud Services (including the AI Services). For clarity, Customer owns Customer Data in accordance with the terms of the Agreement.
- (b) Notwithstanding the foregoing, Customer acknowledges that due to the nature of the services and artificial intelligence in general, Outputs may not be unique and other users (including other Intapp customers) may receive, generate, or request similar content or information from use of the AI Services which will not be considered Customer Data.

5. Shared AI Models. Unless otherwise agreed to by Customer in writing, Intapp will not use Customer Data to:

- (a) train or develop any AI models for use by Intapp for its own purposes or for use by any other Intapp customer; or
- (b) for any benchmarking studies conducted by Intapp for itself or for other customers.

6. Fine Tuned AI Models. Unless otherwise agreed to by Customer in writing, where Customer has requested Intapp to utilize Customer Data to train or develop a Customer Fine-Tuned Model for use by Customer:

- (a) Intapp will not use such Customer Fine-Tuned Model for any other Intapp customer; and
- (b) Subject to any terms within the Agreement concerning retention periods or backups in relation to data deletion, upon expiration or termination of the applicable OSA, Intapp will also delete the Customer Fine-Tuned Model (which can include Customer Data) and shall not re-use the Customer Fine-Tuned Model. For clarity, the foregoing in no way restricts Intapp from utilizing the Underlying Artificial Intelligence Model(s).

7. Deployment of AI Agents.

- (a) As part of the applicable Cloud Services to which Customer has subscribed under its OSA, Intapp may make available pre-configured AI Agents and/or Configurable AI Agents. Customer acknowledges that AI Agents (including Configurable AI Agents) are not unique to Customer and other Intapp users (including customers) may receive similar or identical AI Agents (including Configurable AI Agents). Information about the specific Cloud Services to which Customer has subscribed is set forth in the Documentation.
- (b) Customer acknowledges that AI Agents (including Configurable AI Agents) act in response to Customer's and its users' prompts, and that the quality and content of such prompts may affect the outcome of the AI Agent's (including Configurable AI Agent's) actions, including the

generation of any Outputs. As such, and for clarity, Section 9(b)(iv) (Customer Inputs and Configuration Liability) of this Addendum applies to the actions of AI Agents (including Configurable AI Agents) and any Outputs created by AI Agents (including Configurable AI Agents).

8. Warranties.

- (a) In addition to, and not in lieu of the warranties set forth in the Agreement, Intapp warrants that:
 - (i) **AI Model Performance.** Intapp shall monitor and evaluate AI model performances against testing benchmarks;
 - (ii) **Potential Biases.** Intapp shall use commercially reasonable efforts to reduce bias in its proprietary AI used within the AI Services, which may include, but is not limited to, training data filtering, balancing and augmentation, client-agnostic model weight calibrations, and/or using prompting controls that provide explicit instructions; and
 - (iii) **Transparency.** Intapp will not, without Customer's knowledge or approval, introduce any new Gen AI Tool that has not followed the same release and rollout process as other features within the Cloud Services, which process may include, but is not limited to, pre-release announcements, preview periods, and rollout control (to the extent applicable).

9. Disclaimers.

- (a) Except as otherwise expressly set forth in the Agreement, Customer acknowledges and agrees that:
 - (i) **No Accuracy or Fitness Guarantee.** No warranties, representations, or other promises are made that the AI Services or any information or content provided (including Outputs) are or will be error-free, consistent, up-to-date, accurate, available, complete, or free from bias. Customer's use of the AI Services or any information or content provided (including Outputs) is at its own sole risk and otherwise Customer is solely responsible for the use of, reliance on, and evaluation of, the AI Services and Outputs, including accuracy and appropriateness of Customer's use case(s);
 - (ii) **Human Oversight and Responsibility.** Customer acknowledges that the Gen AI Tools may operate autonomously or semi-autonomously and may produce incomplete, inaccurate, or unintended results. Customer is solely responsible for reviewing, validating, and approving all Outputs and any actions taken based on such Outputs. To the extent the Gen AI Tools or other AI Services are configured to perform autonomous or agent-initiated actions, Customer expressly authorizes such actions and assumes all associated risks;
 - (iii) **Abuse Monitoring.** Intapp shall not engage in any "eyes-on" human review of Customer Data for the purpose of AI abuse monitoring, and for clarity, access to Customer Data as permitted in the Agreement will not be considered "eyes-on" human review of Customer Data for the purpose of AI abuse monitoring;

- (iv) **No Professional Advice.** Customer acknowledges that Outputs are designed to provide structured information to Customer to assist with the day-to-day internal business operations of Customer. The AI Services and Outputs do not constitute legal, financial, accounting, medical, regulatory, or other professional advice; and
 - (v) **Customer Inputs and Configuration Liability.** Notwithstanding anything in the Agreement to the contrary, in no event shall Intapp be liable for any liabilities, obligations, inaccuracies, errors, omissions, delays, reliance, interpretation, availability, damages, claims, expenses, costs or other amounts, or losses, regardless of cause, arising from or relating to: (i) any Inputs, or other prompts, instructions, configurations, policies, guardrails, or data provided by Customer; (ii) any autonomous actions performed at Customer's direction or configuration; (iii) Customer's breach of the Agreement (including this Addendum); or (iv) any third party intellectual property claims to the extent resulting from or relating to the foregoing or Customer Data.
- 10. **Ownership of the Cloud Services.** Notwithstanding anything to the contrary: (i) Customer acknowledges that there is no transfer of title, ownership, or proprietary rights, including intellectual property rights, in the Licensed Materials, Application Data, or Cloud Services (including the AI Services, the Underlying Artificial Intelligence Model(s), and the Customer Fine Tuned Model(s)) to Customer; and (ii) Customer hereby acknowledges and agrees that title to and proprietary rights (including intellectual property rights) in the Licensed Materials, Application Data, Cloud Services (including AI Services, the Underlying Artificial Intelligence Model(s), and the Customer Fine Tuned Model(s)), including any know-how, Feedback 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.
- 11. **Ownership of Configurable AI Agents.** Customer acknowledges that all development, configuration, modification, training, tuning, and updating related to or arising from any Configurable AI Agents, including any know-how, Feedback, 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 (collectively "**Rights in Configurable AI Agents**") shall vest and remain exclusively with Intapp. If Customer acquires (including by operation of law) title to any rights in the Configurable AI Agents or the Rights in Configurable AI Agents, such rights are hereby assigned by it to Intapp and Company agrees to execute any additional documents necessary to perfect the assignment of such rights to Intapp. "**Feedback**" means any suggestions, ideas, directions, enhancement requests, feedback, recommendations or the like relating to the Configurable AI Agent, including any of the foregoing related to prompts, connectors, playbooks or similar AI-related features, in each case communicated to Intapp (outside of the production instance of the Cloud Services); provided, for clarity, Feedback does not include Customer Data itself.
- 12. **Miscellaneous.** Sections 8, 9, 10, 11, and 12 of this Addendum shall survive termination or expiration of the Agreement. References in this Addendum to "includes," and "including," are deemed to be followed by the words "without limitation."