

Instructions:

1. Please complete the Contact Information Sheet
2. Please sign, date and return the DealCloud Order and Sale Agreement to your contact

Contact Information

Software Delivery

The person listed as the Software Delivery Contact will be designated as the cloud tenant admin and will receive a welcome email from DealCloud within 5 business days of OSA execution. The email will contain information to access the cloud tenant(s) as an administrator, tenant location, application URLs, and critical instructions to add a service implementer.

Name	
Title	
Email	

Invoicing Contact

This person will receive communications regarding current and future invoices.

Name	
Title	
Email	

Invoicing Requirements

Is a Purchase Order (PO#) required for this purchase?	
If required, please provide PO#	
Is a payment portal required for Invoice payment?	
If required, please provide the name of the payment portal	

**DealCloud Inc.**

300 South Tryon Street, Suite 1200
Charlotte, NC 28202
Phone: (650) 852-0400
www.dealcloud.com

Customer:

Version 1 Solutions Limited
Grosvenor House, Prospect Hill
Redditch, Worcestershire B97 4DL
United Kingdom

Order and Sale Agreement**Bill to:**

Version 1 Solutions Limited
Grosvenor House, Prospect Hill
Redditch, Worcestershire B97 4DL
United Kingdom

Date:
Order and Sale Agreement ("OSA") No.:

19-Apr-23
34077v2

Quoted In: USD
Expires On: 31-May-23

Subscription:

Product Code	Product Name	Support Level	Start Date	End Date	Monthly / Unit Price	Quantity	Total Price
DC-01641	DealCloud Standard Seat License	Standard	1-Jun-23	31-May-24	275.00	3 Named Users	9,900.00
DC-01642	DealCloud Limited Seat License	Standard	1-Jun-23	31-May-24	162.50	2 Named Users	3,900.00

Year 1 Subscription Fees: 13,800.00

DC-01641	DealCloud Standard Seat License	Standard	1-Jun-24	31-May-25	297.00	3 Named Users	10,692.00
DC-01642	DealCloud Limited Seat License	Standard	1-Jun-24	31-May-25	175.50	2 Named Users	4,212.00

Year 2 Subscription Fees: 14,904.00

DC-01641	DealCloud Standard Seat License	Standard	1-Jun-25	31-May-26	320.76	3 Named Users	11,547.36
DC-01642	DealCloud Limited Seat License	Standard	1-Jun-25	31-May-26	189.54	2 Named Users	4,548.96

Year 3 Subscription Fees: 16,096.32

Total Subscription Fees: 44,800.32

Services:

Product Code	Product Name	Description	Net Total
DC-01739	DealCloud DataCortex Enablement	Fixed Fee Services	3,300.00
DC-01739	DealCloud DataCortex Enablement	Fixed Fee Services	3,300.00
DC-01858	DealCloud Professional Services - T&M	Quoted on a Time & Materials basis The above estimate is neither a cap nor "not to exceed" price quote.	13,200.00

Total Services Fees: 19,800.00

Grand Total: USD 64,600.32

The Monthly/Unit Price shown above has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. The totals for this order were calculated using the actual price, rather than the Monthly/Unit Price displayed above, and are the true and binding totals for this order.

Terms & Conditions

- 1 All software and services are provided to Customer solely in accordance with and subject to the Master Subscription and Services Agreement v12 which is posted on the Internet at <https://www.intapp.com/intapptersandconditions/v12/> ("MSSA"). The MSSA, this Order and Sale Agreement ("OSA") and the Statement of Work ("SOW"), if any, are collectively the "Agreement." Customer's signature on this OSA constitutes Customer's acceptance of such MSSA as governing this OSA and SOW, if any. Any capitalized terms used but not specifically defined herein shall have the same meaning as defined in the Agreement.
- 2 Any Services not specifically included under the enclosed Statement of Work shall be scoped and billed on a separate Order and Sale Agreement.
- 3 "Named Users" means individuals who are authorized by Customer to use the Cloud Services and who have been supplied user identification and passwords by Customer (or by the licensor at Customer's request). Named Users may include but are not limited to employees, consultants, contractors, and agents of Customer or its Affiliates. Use of the Cloud Services is limited to the number of Named Users set forth above. A separate user identification and password is required for each individual Named User. Customer may not permit or allow any Named User sharing, distribution or group use of login information, including usernames or passwords.
- 4 Notwithstanding anything to the contrary in the Agreement, Subscription Payment Terms for this OSA are as follows:
 - Subscription Fees shall be invoiced Annually, due Net 30, for Year 1. The first installment shall be billable at the time of Agreement signature. Subscription Fees for subsequent years are due 30 days prior to the Start Date, annually.
- 5 Notwithstanding anything to the contrary in the Agreement, Services Payment Terms for this OSA are as follows:
 - Services Fees for T&M services shall be invoiced monthly in arrears for actual hours worked, and is due Net 30 days from the invoice date.
 - Services Fees for Fixed Fee Milestone services shall be due 30 days from completion of each Milestone as set forth in the SOW.
- 6 Notwithstanding any provision to the contrary in the Agreement, the Initial Term of this OSA is 36 months, commencing on the Start Date. Unless stated otherwise in this OSA, the software license fees will not be increased for the software during the Initial Term. Except in case of a material breach, Customer may only cancel this OSA by paying all fees due during the Initial Term.

Agreed to by:

Version 1 Solutions Limited

Authorized Signature	_____
Name	_____
Title	_____
Signature Date	_____
Effective Date	1-Jun-23

Professional Services Scope

Scoping Requirement	Order Form
Version 1 Implementation Overview	<p>The following functions are included in scope as a part of the DealCloud implementation at Version 1:</p> <ul style="list-style-type: none"> Version 1 Team (4 Users) <p>As part of this deployment, DealCloud will go through the following phases:</p> <ol style="list-style-type: none"> Kick-off Design / Configuration Testing Roll-Out (To be managed by DealCloud's Training Team) <p>DealCloud has allocated 48 hours to this implementation.</p> <p><i>**The hourly rate and number of hours will expire 1 year from the date of signature of this Order Form. Thereafter a new Order Form is required if further services are needed.</i></p> <p><i>Delivery Assumption:</i></p> <ul style="list-style-type: none"> All effort outlined below will be in support of Version 1 end users onboarding to the DealCloud technology. If a "3rd Party" consulting firm requires effort from the DealCloud deployment team away from supporting Version 1 end users onboarding to the DealCloud technology, a separate commercial agreement may be required. Effort will be completed in Version 1 production DealCloud environment, Monday - Friday 9:00-18:00 PM BST/GMT. <p><i>Exclusions:</i></p> <ul style="list-style-type: none"> Any functions not explicitly listed above. Any requirements not explicitly listed below. Any teams not explicitly listed above. Manual setting of exchange rates by individual record (Deal, etc.) away from standard DealCloud exchange rate functionality. Conversion of DealCloud technology to a non-English language. "Snapshot" Reporting (e.g. seeing the deal pipeline as it existed on a specific day in the past).
Relationship Management	<p>DealCloud will start with best practice Relationship Management functionality and work with the Version 1 team to design/iterate on all field names (i.e. verbiage) and field types (i.e. pick list, look-up, multi-select, free text etc.,). As part of this process DealCloud will adopt Version 1 nomenclature.</p> <p>DealCloud will train Version 1 Platform Managers to configure fields, entry forms, in-platform dashboard reports, detail pages, and additional notifications according to designed data architecture.</p> <p><i>Exclusions:</i></p> <ul style="list-style-type: none"> Automatically created tasks using the Automations or Workflows tools. Functionality or requirements not explicitly mentioned above. <p>If changes to the assumptions and exclusions listed above, or further functionality is desired, a separate scoping & order form will be required, or it can be self managed by the Version 1 team.</p>
Company Level Attributes	<p>DealCloud will start with best practice Company Level Attributes Tracking functionality and work with the Version 1 team to design/iterate on all field names (i.e. verbiage) and field types (i.e. pick list, look-up, multi-select, free text etc.,). As part of this process DealCloud will adopt Version 1 nomenclature.</p> <p>DealCloud will train Version 1 Platform Managers to configure fields, entry forms, in-platform dashboard reports, detail pages, and additional notifications according to designed data architecture.</p> <p><i>Exclusions:</i></p> <ul style="list-style-type: none"> Automatically created tasks using the Automations or Workflows tools. Functionality or requirements not explicitly mentioned above. <p>If changes to the assumptions and exclusions listed above, or further functionality is desired, a separate scoping & order form will be required, or it can be self managed by the Version 1 team.</p>
Deal Tracking / Pipeline Management	<p>DealCloud will start with best practice Deal Tracking / Pipeline Management functionality and work with the Version 1 team to design/iterate on all field names (i.e. verbiage) and field types (i.e. pick list, look-up, multi-select, free text etc.,). As part of this process DealCloud will adopt Version 1 nomenclature.</p>

	<p>DealCloud will train Version 1 Platform Managers to configure fields, entry forms, in-platform dashboard reports, detail pages, and additional notifications according to designed data architecture.</p> <p><i>Assumptions:</i></p> <ul style="list-style-type: none"> All functionality will be consistent across business units. <p><i>Exclusions:</i></p> <ul style="list-style-type: none"> Automatically created tasks using the Automations or Workflows tools. Functionality or requirements not explicitly mentioned above. <p>If changes to the assumptions and exclusions listed above, or further functionality is desired, a separate scoping & order form will be required, or it can be self managed by the Version 1 team.</p>
Company Ownership	<p>DealCloud will introduce Version 1 to best practice Company Ownership Tracking functionality.</p> <p>If changes to this are desired, a separate scoping & order form will be required.</p>
Permissions	<p>DealCloud will not be responsible for configuring any permissions as part of this implementation.</p> <p>If there is a request to set up permissions as part of the implementation, DealCloud will complete a separate scoping and order form to configure requirements.</p>
DataCortex Pitchbook	<p>DealCloud will enable the Pitchbook DataCortex in Version 1's DealCloud instance.</p> <p>This activity will require the following tasks:</p> <ul style="list-style-type: none"> Current Pitchbook integration field review with the Version 1 team on company and contact level. DealCloud to create Pitchbook fields the Version 1 would like to integrate from Pitchbook (which are included in current DataCortex integration). DealCloud to link fields from Pitchbook and display them on a company and contact detail page (as applicable). DealCloud to link 100% matches for company and contact entries to the data provider using DealCloud's matching algorithm. Training on standard DataCortex functionality & workflows <p><u>Exclusions:</u></p> <ul style="list-style-type: none"> Fields not currently included in DealCloud's DataCortex offering for the above listed data provider Linking of near or no match companies and contacts to the data provider
DataCortex SourceScrub	<p>DealCloud will enable the SourceScrub DataCortex integration in the Version 1's DealCloud instance.</p> <p>This activity will require the following tasks:</p> <ul style="list-style-type: none"> Current SourceScrub integration field review with the Version 1 team on company and contact level. DealCloud to create SourceScrub fields the Version 1 would like to integrate from SourceScrub (which are included in current DealCloud DataCortex integration) DealCloud to link fields from SourceScrub and display them on a company and contact detail page (as applicable). DealCloud to link 100% matches for company and contact entries to the data provider using DealCloud's matching algorithm. Training on standard DataCortex functionality & workflows. <p><i>Exclusions:</i></p> <ul style="list-style-type: none"> Fields not currently included in DealCloud's DataCortex offering for the above listed data provider. Linking of near or no match companies and contacts to the data provider.

Statement of Work

<p>Legacy Data Sources</p>	<p>As part of the implementation of DealCloud at Version 1, DealCloud will be responsible for a one-time migration of the below data sources from Excel. Version 1 has up to one month from the project kickoff date to provide the data to be considered part of the data migration. All data must be provided in Excel or CSV format to DealCloud.</p> <ul style="list-style-type: none"> • Deals (~1,100 records) • Contacts (~100 records) <p><i>Assumptions:</i></p> <ul style="list-style-type: none"> • DealCloud will review an initial export of the above data sources (in Excel) to drive design decisions for creating/modifying the lists in the Version 1 DealCloud application. • DealCloud will provide consulting on appropriate format for data upload. • Version 1 will be responsible for getting data into final format (as agreed during implementation) for a one-time migration by DealCloud via Excel into DealCloud. <p><i>Exclusions:</i></p> <ul style="list-style-type: none"> • Data migration outside of data sources explicitly listed above. • Document migration. • Attachment migration from individual data points (e.g. Interactions, Emails, Activities, etc.) • Near duplicate cleansing (DealCloud will offer training on "Merge Duplicates" function but will not be responsible for any merging of near duplicates as part of this data migration process). • Filling/enriching of any additional meta-data related to records migrated from legacy data sources.
<p>Output Using DealCloud Word Add-In</p>	<p>DealCloud will setup the below "Best Practice" external reports using the DealCloud Word Add-In with Version 1 branding and formatting:</p> <ul style="list-style-type: none"> • One (1x) Pipeline Report <p>As part of the creation of the above report(s), DealCloud will be responsible for the below:</p> <ul style="list-style-type: none"> • Setup of report with Version 1 formatting and branding. • 1 review cycle with feedback adjusted. <p><i>Exclusions:</i></p> <ul style="list-style-type: none"> • Other reporting which requires DealCloud's Word Add-in not listed above • Reports requiring the use of DealCloud's Excel or PowerPoint Add-In • Report requiring VBA code • More than one (1) review cycle of feedback from the Version 1 team <p><i>**If there is an additional request to set up reports using DealCloud's Excel or PowerPoint Add-In as part of the implementation, DealCloud will complete a separate scoping and order form to configure requirements.</i></p>
<p>Training Requirements</p>	<p>As part of this rollout, DealCloud's "Client Training" team will offer the following "live" sessions for the Version 1 Organization:</p> <ul style="list-style-type: none"> • 1 x "Live" (1-1.5 hour) Training for the team outlined in the "Implementation Overview" section. • These trainings include both preparations for the DealCloud "Client Training" team and follow-up emails to users after the session. <p><i>Exclusions:</i></p> <ul style="list-style-type: none"> • Documentation away from "best practice" documents offered via "DealCloud University".
<p>Project Management</p>	<p>Version 1As part of the Version 1 implementation of DealCloud, the DealCloud team will provide the below "Project Management" related activities at the start of the implementation to ensure success:</p> <ul style="list-style-type: none"> • Implementation Kick-off Deck introducing the DealCloud implementation process and estimated timelines. <p>Throughout the implementation, the DealCloud team will provide the following on a weekly basis:</p> <ul style="list-style-type: none"> • 1 x 30-minute weekly check-in to review progress and next steps. • 1 x weekly update with key dates, accomplishments and actions for both DealCloud and Version 1. <p><i>Exclusions:</i></p> <ul style="list-style-type: none"> • DealCloud will not be responsible for creating bespoke test scripts for Version 1 "User Acceptance Testing" process.