

Instructions:

1. Please complete the Contact Information Sheet
2. Please sign, date and return the Intapp 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 Intapp 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	Kirsten Suttill
Title	Programme Manager
Email	kirsten.suttill@gowlingwlg.com

Invoicing Contact

This person will receive communications regarding current and future invoices.

Name	Melba Thompson-Vallee
Title	Purchasing Manager
Email	melba.thompson-vallee@gowlingwlg.com

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	



Order and Sale Agreement

Integration Appliance, Inc.

3101 Park Boulevard
Palo Alto, CA 94306
Phone: (650) 852-0400
Fax: (650) 852-0402
www.intapp.com

Customer:

Gowling WLG (Canada) Inc.
Simon Chester
Counsel Conflicts and Regulatory Matters
1 First Canadian Place 100 King Street West Canada
Suite 1600
Toronto, ON M5X165
Canada

Bill to:

Gowling WLG (Canada) Inc.
160 Elgin Street, Suite 2600
Ottawa, ON K1E2N2

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

18-May-23
34087v3

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

Subscription:

Product Code	Product Name	Support Level	Start Date	End Date	Monthly / Unit Price	Quantity	Total Price
CO-01492	Intapp Conflicts Cloud	Premium	1-Jun-23	31-Aug-24	10.50	1050 Fee Earners	165,375.00
IS-01602	Intapp Integration Service Cloud - Advanced	Premium	1-Jun-23	31-Aug-24	8.40	1050 Fee Earners	132,300.00
BU-01891	External Forms	Premium	1-Jun-23	31-Aug-24	0.00	1050 Fee Earners	0.00
IN-01490	Intapp Intake Cloud	Premium	1-Jun-23	31-Aug-24	10.50	1050 Fee Earners	165,375.00
GE-01553	Extended Term One-time Discount						-92,610.00
GE-01646	Payment Adjustment for Superseded Contracts - On-Premises						-63,252.22

Year 1 Subscription Fees: 307,187.78

CO-01492	Intapp Conflicts Cloud	Premium	1-Sep-24	31-Aug-25	12.99	1050 Fee Earners	163,674.00
IS-01602	Intapp Integration Service Cloud - Advanced	Premium	1-Sep-24	31-Aug-25	10.40	1050 Fee Earners	131,040.00
BU-01891	External Forms	Premium	1-Sep-24	31-Aug-25	3.00	1050 Fee Earners	37,800.00
IN-01490	Intapp Intake Cloud	Premium	1-Sep-24	31-Aug-25	12.99	1050 Fee Earners	163,674.00

Year 2 Subscription Fees: 496,188.00

CO-01492	Intapp Conflicts Cloud	Premium	1-Sep-25	31-Aug-26	17.11	1050 Fee Earners	215,586.00
IS-01602	Intapp Integration Service Cloud - Advanced	Premium	1-Sep-25	31-Aug-26	13.69	1050 Fee Earners	172,494.00
BU-01891	External Forms	Premium	1-Sep-25	31-Aug-26	3.99	1050 Fee Earners	50,274.00
IN-01490	Intapp Intake Cloud	Premium	1-Sep-25	31-Aug-26	17.11	1050 Fee Earners	215,586.00

Year 3 Subscription Fees: 653,940.00

CO-01492	Intapp Conflicts Cloud	Premium	1-Sep-26	31-Aug-27	17.97	1050 Fee Earners	226,422.00
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IS-01602	Intapp Integration Service Cloud - Advanced	Premium	1-Sep-26	31-Aug-27	14.38	1050 Fee Earners	181,188.00
BU-01891	External Forms	Premium	1-Sep-26	31-Aug-27	4.19	1050 Fee Earners	52,794.00
IN-01490	Intapp Intake Cloud	Premium	1-Sep-26	31-Aug-27	17.97	1050 Fee Earners	226,422.00

Year 4 Subscription Fees: 686,826.00

CO-01492	Intapp Conflicts Cloud	Premium	1-Sep-27	31-Aug-28	18.87	1050 Fee Earners	237,762.00
IS-01602	Intapp Integration Service Cloud - Advanced	Premium	1-Sep-27	31-Aug-28	15.10	1050 Fee Earners	190,260.00
BU-01891	External Forms	Premium	1-Sep-27	31-Aug-28	4.40	1050 Fee Earners	55,440.00
IN-01490	Intapp Intake Cloud	Premium	1-Sep-27	31-Aug-28	18.87	1050 Fee Earners	237,762.00

Year 5 Subscription Fees: 721,224.00

Total Subscription Fees: 2,865,365.78

Services:

Product Code	Product Name	Description	Net Total
GE-00990	Intapp Prime Fixed Fee	Intapp Services Hour Block	11,400.00
GE-01484	Intapp Professional Services - Fixed Fee (One Time Credit)	One Time Services Credit	-11,400.00

Total Services Fees: 0.00

Grand Total: USD 2,865,365.78

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

- 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/intappterm sandconditions/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.
- The Intapp Prime - Terms and Conditions attached hereto, are hereby made part of the OSA.
- Intapp products are subject to the product terms set forth on <https://www.intapp.com/product-terms>, including the Offering Specific Terms at <https://www.intapp.com/product-terms/boomi> for: Intapp Integration Service – Advanced (IS-01602). All such terms are incorporated herein and made a part hereof by this reference.
- The Services Hour Block purchased under OSA are considered "Intapp Prime Services" as defined in the Intapp Prime – Terms & Conditions. Intapp Prime Services fees shall be held by Intapp as a non-refundable advance payment (the "Services Payment") for the 40.00 hours of Services ("Hour Block"). Time spent performing Services shall be deducted from the Hour Block for a period of one (1) year from the OSA effective date (the "Expiration Date") or until the date that Hour Block is consumed, whichever occurs first. If the Hour Block is not entirely used by the Expiration Date, the Hour Block will expire on the Expiration Date. The Services Payment is non-refundable, even if the Hour Block is not entirely consumed.
- Notwithstanding anything to the contrary in the Agreement, Subscription Payment Terms for this OSA are as follows:

• Subscription Fees shall be invoiced Quarterly in advance, due Net 30, for Year 1. The first installment of the 5 payments for Year 1 shall be billable at the time of Agreement signature. Subscription Fees for subsequent years are due 30 days prior to the Start Date, annually.

- 6 Notwithstanding anything to the contrary in the Agreement, Payment Terms for this OSA are as follows:
- Total Services fees, if any, are due Net 30 from Agreement signature
- 7 Notwithstanding any provision to the contrary in the Agreement, the Initial Term of this OSA is 63 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.
- 8 The attached Premium Support Availability Schedule is hereby made part of the Agreement.
- 9 For purposes of this OSA only, and notwithstanding Section 7.1 (ii) of the MSSA, Intapp may provide Customer with written notice no less than 365 days prior to the expiration of the then-current Term that it is not renewing this OSA.
- 10 As of the Effective Date, this OSA hereby cancels and replaces in all respects Order and Sale Agreements #06707 and #13236.
- 11 Customer's subscription for Intapp Integration Service Advanced authorizes Customer to create unlimited inbound and outbound connections to any software applications, and to implement unlimited number of workflows.

Customer's subscription for IIS authorizes Customer to create workflows that are unrelated to the business intake processes such as pro forma reviews, billing adjustments, expense reporting, cash access management, HR and IT-related workflows. Notwithstanding anything to the contrary, the Customer's subscription to Intapp IIS excludes creation of workflows relating to taking on new business (e.g., entering new clients or new matters/projects/engagements into PMS, DMS, or MDD's, or external-facing workflows such as lateral hire or document collection for AML/CDD) as well as any maintenance workflows that require repeated or similar steps to open a new client or new engagement such as conflicts, AML, risk assessments, corporate identity changes, change in client or engagement status such as closing or reopening or the like. For any workflows that are related to new business intake processes, Customer must purchase a subscription to Intapp's Intake product. Additionally, and notwithstanding anything to the contrary, Customer's subscription to IIS does not allow the creation, management, and execution of assessment scoring rules. Notwithstanding anything to the contrary, assessment scoring rules are only permitted in Intapp Intake and would require Customer to purchase a subscription to Intapp Intake.

Additionally, if Customer has a paid subscription for Intapp Integrate and/or Intapp Flow, Customer may continue to use the Integrate and/or Flow on-premises Software, subject to the use and other restrictions in the applicable agreement(s), during the transition to Intapp Integration Service - Advanced.

Agreed to by:

Gowling WLG (Canada) Inc.

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

Premium Support Availability Schedule

This Premium Support Availability Schedule applies to any Cloud Services for which Customer subscribes to premium Support (in lieu of any applicable Standard Support Availability Schedule otherwise applicable to such Cloud Services for so long as Customer subscribes to such premium Support).

1. **Definitions**

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 performance of the Cloud Service may be degraded or accessible only with the use of a workaround.

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, but not limited to, 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 “Force Majeure Event” means from any cause beyond Intapp’s reasonable control, including acts of God, labor disputes or other industrial disturbances, electrical or power outages, utilities or other telecommunications failures, earthquake, storms or other elements of

nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

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

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

1.8 “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.

1.9 “Service Credit” means the percentage of the Monthly Fees credited or refunded to Customer pursuant to Section 3 below.

2. **Availability Commitment**

Intapp commits that the Availability Percentage of the Cloud Service will be at least 99.9 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.

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 99.9 percent in a calendar month for premium support, Customer may claim a Service Credit according to Table 1 below:

AVAILABILITY	SERVICE CREDIT
Less than 99.9%, but more than or equal to 99.0%	5%
Less than 99.0%, but more than or equal to 98.0%	10%
Less than 98.0%, but more than or equal to 95%	15%
Less than 95%	25%

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. At Intapp's option, Intapp will credit or refund Service Credits claimed in accordance with this Section 4 to Customer.

5. **Exclusions**

Downtime does not include, without limitation, 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;

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;

5.5 use of network connections or telecommunications which are not provided by Intapp, including, but not limited to, Downtime proximately caused by Customer's inadequate bandwidth; or

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.



Intapp Prime – Terms & Conditions

The Services provided under the Intapp Prime program (as defined below) are provided subject to the attached Order and Sale Agreement (the "OSA") and the Master Software and Services Agreement or General Terms and Conditions, as applicable, governing that OSA (together, the "License Agreement"), along with these Terms & Conditions covering Services provided under Intapp Prime (the "Terms") which are hereby incorporated into the License Agreement by reference. In the event of a conflict or inconsistency between the License Agreement and these Terms, the License Agreement shall control. Capitalized terms not defined herein shall have the meaning given to them in the License Agreement.

Services Restrictions

- Intapp Prime shall mean, subject to the exclusions set forth below, Services provided to Customer that are limited solely to Services (1) for currently owned and fully deployed Intapp Software (2) for a total number of hours not to exceed the Hour Block (as defined below).
- Intapp Prime 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 (D) related to Open Text or Legal Key software or services; and/or (E) are indicated by Intapp from time to time that are not available for Intapp Prime.
- For the purposes of interpretation, Intapp Prime shall be considered Services as defined in the License Agreement
- Customer shall provide Intapp two (2) approved users who can submit and authorize requests for Intapp Prime including contact details for all notifications and reporting.
 - Customer must include the email address and phone number of each such authorized user.

COMMERCIAL TERMS

Please note:

1. Customer has purchased a total Hour Block (as defined in the OSA) for Intapp Prime in an amount indicated in the OSA.
2. Unless otherwise expressly set forth in the OSA, the Hour Block expires on the earlier to occur of (i) 12 months from execution of the OSA (the "Expiration Date") and (ii) use of the entire Hour Block. Unused hours in the Hour Block are null and void and non-refundable after the Expiration Date.
3. 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 Intapp Prime program.
4. Intapp 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 Intapp Prime estimated at less than four (4) hours of Intapp effort will be assumed to be automatically approved by the Customer and Intapp will commence the services without further approvals or consents. Such work will be applied against the Intapp Prime Hour Block.
5. For any request estimated at more than four (4) hours of Intapp effort, Intapp will provide Customer an effort 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. Intapp shall not commence the work until the authorized Customer contact has provided written approval for Intapp to execute the work.
6. Intapp will use commercially reasonable efforts to respond to all inquiries within 2 US business days of the request being logged with Intapp.
7. The Hour Block rate is available solely for Services to be provided under the Intapp Prime program within US standard business hours (9 am – 5pm EST). Any requests for Intapp Prime outside of standard business hours (including weekends) shall not be considered part of the Hour Block and will be subject to Intapp's non-standard Services hours policy. The non-standard rate is 1.5 times the rates set forth below in these Terms.

8. Client acknowledges that all Intapp 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, Intapp requires a minimum of two (2) business weeks advanced notice to schedule resources, and will make commercially reasonable efforts to accommodate Customer's scheduling request. Such on-site work is not eligible for Intapp Prime and could potentially be billed at a higher rate to Customer.
9. Travel expenses are not included. If travel is needed for any Customer requests, that travel will be pre-approved by the Customer.
10. Intapp reserves the right to use contract resources in roles it deems appropriate.

PROFESSIONAL SERVICES

RATES

Unless otherwise expressly set forth in the OSA, the following are Intapp's current rates that will apply for Intapp Prime Services purchased under the OSA.

Intapp Role	Standard Hourly Rate USD	Standard Hourly Rate GBP	Standard Hourly Rate EUR	Standard Hourly Rate AUD
All Intapp Resources	\$285.00	£230.00	€275.00	\$350.00

Premium Support Availability Schedule

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1. **Definitions**

- 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:
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- 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 performance of the Cloud Service may be degraded or accessible only with the use of a workaround.
- 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, but not limited to, 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 “Force Majeure Event” means from any cause beyond Intapp’s reasonable control, including acts of God, labor disputes or other industrial disturbances, electrical or power outages, utilities or other telecommunications failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.
- 1.6 “Maximum Availability” means the total number of minutes in a calendar month.
- 1.7 “Monthly Fees” means the annual fee paid for the Cloud Services divided by the number of months in the then-current Term.
- 1.8 “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.
- 1.9 “Service Credit” means the percentage of the Monthly Fees credited or refunded to Customer pursuant to Section 2 below.

2. **Availability Commitment**

Intapp commits that the Availability Percentage of the Cloud Service will be at least 99.9 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 the next business day after first experiencing Downtime. Customer’s notice must provide sufficient detail to enable Intapp to replicate the problem(s) Customer is experiencing.
- 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 99.9 percent in a calendar month for premium support, Customer may claim a Service Credit according to Table 1 below:

AVAILABILITY	SERVICE CREDIT
Less than 99.9%, but more than or equal to 99.0%	5%
Less than 99.0%, but more than or equal to 98.0%	10%
Less than 98.0%, but more than or equal to 95%	15%
Less than 95%	25%

- 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. At Intapp’s option, Intapp will credit or refund Service Credits claimed in accordance with this Section 4 to Customer.

5. **Exclusions**

Downtime does not include, without limitation, 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;
- 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;
- 5.5 use of network connections or telecommunications which are not provided by Intapp, including, but not limited to, Downtime proximately caused by Customer's inadequate bandwidth; or
- 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.