{currentdate}

{clientname}

{clientaddressstreet}

{clientaddresscity}, {clientaddressstate} {clientaddresszip}

Attn: {clientcontactname}, {clientcontacttitle}

Re: Engagement Letter

Dear {clientcontactname}:

We are pleased to welcome {clientname}. as a client of Intapp. This letter will confirm our discussions regarding your engagement of our firm.

# Legal Services.

You have asked us to represent you in connection with To advise on patent issues.

If additional services are requested by you and agreed to by us, this letter will apply to such services, unless superseded by another written agreement. In each case, before we can agree to provide additional services, we will need to perform a conflicts check and otherwise confirm our ability to provide these services. Our representation is limited to the specific services that you request and that we have agreed to undertake.

# Identity of the Client.

Our client in this matter will be solely {clientname}. We do not represent and will not be deemed to have an attorney-client relationship with any of {clientname}’s current or future parents, subsidiaries, shareholders, members, partners, employees, directors, venturers or other affiliates or constituents solely on account of our representation of {clientname} in this matter or any future matters.

# Roles of Attorney and Client.

Our responsibilities under this agreement are to provide legal counsel and assistance to you in accordance with this letter, and to provide statements to you that clearly state the basis for our fees and charges. We will not disclose any confidential information of yours to any other client, even where that information might have some bearing on their interests. Likewise, we will not disclose the confidences of any other client to you, even where that information might have some bearing on your interests, and you agree that we are under no obligation to do so. You also agree to keep us informed of developments related to this representation and to pay our statements in a timely manner. To allow us to conduct a conflicts check, you represent that you have identified to us all persons and entities that are or may become involved in this matter, including all such persons or entities that are affiliated with you. You also agree to notify us if you become aware of any other persons or entities that are or may become involved in this matter.

During the course of this engagement, we may express opinions or beliefs to you about the effectiveness of various courses of action or about the results that might be anticipated. Such statements are expressions of opinion only, and should not be construed as promises or guaranties.

Please also be aware that Intapp, Inc. has internal ethics and professional responsibility counsel, who advise Intapp attorneys regarding their ethical, professional and legal duties. From time to time, the attorneys working on your matter may consult these lawyers. You acknowledge that any such consultation is protected by Intapp's own attorney-client privilege, and you waive any right to discovery of those communications. Should circumstances arise in which Intapp, Inc. faces a conflict of interest with respect to or by virtue of these communications, you agree to waive that conflict. You also agree that such communications are property of the firm and are not part of the Client File as defined in Section 4 of this letter.

# Client Files and Retention.

In the course of your representation, we shall maintain a file in which we may place correspondence, agreements, governmental filings, prospectuses, disclosures, pleadings, deposition transcripts, exhibits, physical evidence, expert reports, and other items reasonably necessary to your representation (“Client File”). The Client File shall be and remain your property. Upon completion of a specific project, your original Client File for that project shall be available to be taken by you. We will be entitled to make copies if we choose. You also agree at the conclusion of the project (whether or not you take possession of the Client File) to take possession of any and all original contracts, wills, stock certificates, and other such important documents that may be in the Client File and we shall have no further responsibility with regard to such documents. If you do not take possession of the Client File at the conclusion of the project, we will store such file for you for a period of seven years. If you do not take possession of the Client File during such seven-year storage period, you agree that we may dispose of it. You agree that the documents containing our attorney work product, mental impressions or notes and drafts of documents shall be and remain our property and shall not be considered part of your Client File. In addition, electronic documents such as e-mail and documents prepared on our word processing system (but excluding printed copies thereof), and databases shall be and remain our property and shall not be considered part of your Client File. You agree that we may enact and implement reasonable retention policies for such electronic documents and that our firm has discretion to delete such documents.

# Conflicts of Interest.

Without your consent, we will not represent any other party in this matter, nor any other matter substantially related to it. As with any other client and any other matter, you will have our complete loyalty with respect to this matter.

None.

Further, we note that Intapp, Inc. is an international law firm with numerous attorneys and offices in many countries and that we practice in many diverse areas of law. It is possible that during the time we are representing you, some of our current or future clients may ask us to represent them in matters in which you are involved as another party. Furthermore, some of our clients may now or in the future operate in the same lines of business as you do. Both our own prudent business conduct, and the interests of our other clients, call for us to seek to retain the ability to take unrelated matters for all of our clients. While we recognize the business relationship issues that are generally involved with litigation against clients, we ask for advance conflict waivers covering litigation as an important part of our intake process. We thus ask you in connection with this engagement to consent in advance to our acceptance of future matters (including litigation matters) adverse to {clientname}, provided that those matters are not substantially related to the work that we have done for you. By entering into this agreement, you consent to such adverse representations. Thus, for example, you agree that we would be able to take a new lawsuit or transactional matter for one of our current or future clients, adverse to {clientname}, at the same time that we are representing {clientname} in this matter, so long as the adverse matter is not substantially related to the work we have done for you. This consent also includes being adverse to you in any bankruptcy, regulatory, administrative, legislative or rulemaking proceeding.

In addition, by entering into this agreement you agree that if we represent you in a matter across from another person or entity, we may represent such person or entity on matters not substantially related to our work for you.

We take very seriously our obligations to maintain the confidentiality of information we receive from all of our clients, including {clientname} and any other clients covered by this consent. Accordingly, we will continue to maintain the confidences of both {clientname} and our other clients.

You should feel completely free to consult other counsel concerning these matters and we encourage you to do so. By signing this letter, you acknowledge that you have had an opportunity to consult with other counsel.

# Rates, Fees and Charges.

Our fees are based primarily on the amount of time spent by our lawyers, paralegals and other professionals on your behalf. Each lawyer, paralegal and other professional assigned to this matter will have individual hourly billing rates, and the applicable rate multiplied by the number of hours spent, measured in tenths of an hour, will be the initial basis for determining our fee.

In general, our attorneys’ billing rates applicable to this engagement will range from $600 per hour to $1200 per hour, depending upon the seniority and expertise of the attorney involved. For paralegal and other professional time, our rates will range from $200 to $400 per hour.

In addition to fees, you agree to pay for disbursements and other charges. These will include such items as photocopying ($0.17 per page); color prints/copies ($0.25 per page); scanning documents ($0.15 per page); use of fee-based research databases (90% of the third-party vendor rate or 1.25 times our volume-discounted cost depending on vendor); long-distance telephone charges (AT&T standard rates); couriers and air freight (1.10 times our volume-discounted cost); messengers (at third-party vendor rate); client-specific work by staff; staff overtime and meals (as defined by federal or local law); transportation (where dictated by safety reasons, and which may include a transaction fee); word processing ($60.00 per hour); postage, at cost; supplies (for large volume only); and other reasonable costs and expenses. For disbursements over $1,500, we may ask that billings be sent directly to you or that advances be provided.

When our personnel travel, we generally utilize business class for international flights. Through a third-party travel management company, in-house travel services are provided for our U.S. offices. A ticketing fee of $30 will be charged for fares up to $300, and $75 will be charged for fares over $300. There are no additional charges for changes to reservations or for reimbursement of unused tickets. Our personnel bill for travel time, but if they work on another matter while traveling for you, you will not be billed for that time.

We intend to provide statements to you on a monthly basis. They will show our time logged in tenth-of-an-hour increments and will separate fees from disbursements and other charges. Payment of our statements is due promptly upon receipt. Our rates are based on our receiving payment within thirty (30) days.

Our billing rates and charges are usually revised annually, but we reserve the right to revise them at other times. Following any such revision, our new rates and charges will be applied to your account, and this letter constitutes written notice to you of our right to make such revisions.

Any funds that you deposit with us as an advance against our fees and charges will be treated as property of the firm. Any unused portion of such advance after our services are concluded will be returned to you.

From time to time, you may request estimates of the fees and charges that we anticipate incurring on your behalf. These estimates are subject to unforeseen circumstances and are by their nature inexact. While we may provide estimates for your general planning purposes, such estimates are subordinate to our regular billing procedures, absent an express written agreement to the contrary.

# Arbitration of Disputes.

Any controversy or claim, whether in tort, contract or otherwise, arising out of or relating to the relationship between {clientname}, its affiliates or successors (the “Client Arbitration Parties”) and Intapp, Inc., its affiliated partnerships, attorneys or staff or any of their successors (the “Intapp Arbitration Parties”) or the services provided by the Intapp Arbitration Parties pursuant to this engagement letter or otherwise to the Client Arbitration Parties shall be submitted to binding arbitration. By agreeing to arbitrate, you are agreeing to waive your right to a jury trial. The arbitration will be conducted in accordance with this document, the Federal Arbitration Act and CPR Rules for Non-Administered Arbitration, as in effect on the date of this engagement letter. The arbitration shall be conducted before a panel of three neutral arbitrators. The arbitration shall be commenced and held in the city and state in which the Intapp, Inc. office is located whose attorneys spent the most amount of time on the matter in dispute. Any issue concerning the location of the arbitration, the extent to which any dispute is subject to arbitration, the applicability, interpretation, or enforceability of this agreement shall be resolved by all of the arbitrators. To the extent state law is applicable, the arbitrators shall apply the substantive law of the state in which the Intapp, Inc. office is located whose attorneys spent the most amount of time on the matter in dispute. Each party will be entitled to depose a maximum of six witnesses, plus all experts designated to be witnesses at the arbitration. The depositions shall be limited to a maximum of six hours per deposition. All aspects of the arbitration shall be treated as confidential and neither the parties nor the arbitrators may disclose the content or results of the arbitration, except as necessary to comply with legal or regulatory requirements. The result of the arbitration shall be binding on the parties and judgment on the arbitrators’ award may be entered in any court having jurisdiction.

# Limited Liability Partnership.

Intapp, Inc. is a limited liability partnership (LLP). Similar to the corporate form of business organization, the LLP form generally limits the liability of the individual partners of the firm to the capital they have invested in the firm for claims arising from services performed by the firm. Our form of organization as an LLP will not diminish the ability to recover damages from the firm or from any individuals who directly caused the loss.

# Entire Agreement and Miscellaneous.

You and we understand that this letter constitutes the entire agreement pertaining to the engagement of Intapp, Inc., and that it shall not be modified by any policies, procedures, guidelines or correspondence from you or your representative unless agreed to in writing by Intapp, Inc..

Our relationship with you will be deemed concluded when we have completed our agreed-upon services, except that for the avoidance of doubt, your obligations for fees and charges shall survive. In addition, and without limiting the preceding sentence, in the event we have performed no work on your behalf for six consecutive months, you agree that our attorney-client relationship with you will have been terminated.

# Approval and Return of Letter.

If this letter meets with your approval, please sign and return the enclosed copy.

We look forward to working with you.

Very truly yours,

{responsiblepartner}

of Intapp, Inc.

Approval of Engagement

{clientname} has read the enclosed letter and agrees to its terms, effective as of the date on which Intapp, Inc. first provided services.

BY SIGNING THIS LETTER, {clientname} AGREES TO HAVE ANY ISSUE ARISING OUT OF OR RELATING TO THE SERVICES OF THE INTAPP ARBITRATION PARTIES (INCLUDING ANY CLAIM FOR PROFESSIONAL LIABILITY) DECIDED IN ARBITRATION AND {clientname} GIVES UP ITS RIGHT TO A JURY OR COURT TRIAL AND ACKNOWLEDGES THE ARBITRATION PROVISION IN SECTION 7 ABOVE.

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_, {currentyear}.

{clientname}

By:

Name: {clientcontactname}

Title: {clientcontacttitle}